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CURRENT TOPICS.

MR. RUBENSTEIN and Mr. B. G. LAKE had a tournament about the Land Transfer Act on Monday; and as it is desirable that both sides should be fully heard, we report specially their speeches in another column. When the question comes more immediately on the carpet, we may offer some comments on some of Mr. LAKE's arguments.

ATTENTION should be directed to the correspondence with the Colonial Office relative to the strange regulation made by the Canadian Minister of Customs that statutory declarations may be made in this country before the president or secretary of a chamber of commerce, or even before any employé of an exporter, which we print in another column.

LORD ESHER'S farewell was a genuine success—a matter which cannot be averred of all judicial leave-takings. The Bar, in spite of the growls one has heard from men who did not relish the kind of so-called argument which was alone permitted when the late Master of the Rolls was in his seat, were heartily sorry to say farewell to the old man. The old man himself was in riotous spirits—as happy, he said, as a man could possibly be. Even on this solemn occasion he could not forbear from his accustomed "chaff"; witness the most unsound reason he alleged for his becoming a judge, namely, that he had always made up his mind to be one, and his solemn exhortation to the serried ranks of barristers before him to go and do likewise. But, in touching on the principles on which he had acted during his judicial career, Lord ESHER said, in all seriousness, a great deal which (if, perhaps, in parts, somewhat exaggerated) may, nevertheless, be very profitably considered.

THE SUM at stake in the case of *Jones* v. *Spencer* (considered by the House of Lords on Tuesday last) was trifling; the consequences of the decision in that case may be of great importance. The extreme reluctance of the Court of Appeal, as constituted before the recent changes, to grant a new trial upon the ground that the verdict was against the weight of evidence was so well known that applications of this nature have diminished almost to vanishing point in recent years. The principle upon which

such an application may be granted is well known: The court must be of opinion that the verdict is so unreasonable as to shew that the jury have not really performed the judicial duty cast upon them: see *per* Lord Halsbury in *Metropolitan Railway Co.* v. *Wright* (11 App. Cas. 152). Of course, the jury are the judges of the facts, and it is no part of the duty of the Court of Appeal to review those facts and upset the verdict if it is one which might reasonably have been arrived at. It must, therefore, in all cases be an arduous task to convince a tribunal that a verdict was absolutely perverse and unreasonable. But where the tribunal is the Court of Appeal, the task has been more than arduous; it has been impossible. Consequently, no suitor could be advised to attempt to interfere with an adverse and unreasonable verdict unless he were prepared to carry his case to the supreme tribunal. This was in most cases prohibitive, and the result has been that the inflexible rule of the Lords Justices never to interfere with a verdict has exalted the British jury to a pinnacle of infallibility. In *Jones* v. *Spencer* the evidence on the main point in dispute—the state of health of a horse on a given date—appears to have been conflicting; it evidently impressed the members of the Court of Appeal differently, for while Lord Esher, M.R., and Chitty, L.J., refused to order a new trial, Lopes, L.J., was willing to do so. The House of Lords have made the order unanimously. This decision cannot be without its effect upon the Court of Appeal, and it has come at a time when the changes in the composition of that court are likely to make it somewhat sensitive to the judgments of the Upper House. But although "new trials" may perhaps have been restored to something of their former importance, there is little likelihood that there will be any disposition to favour reckless appeals upon questions which are *primâ facie* for the jury, and for them alone.

In the case of *Pollock* v. *Garle* the Court of Appeal (Lindley, M.R., and Chitty, L.J.) have placed a necessary limitation upon the generality of section 7 of the Bankers' Books Evidence Act, 1879. Under the section the court may, on the application of any party to a legal proceeding, order that such party be at liberty to inspect and take copies of any entries in a banker's book for the purpose of the proceedings. It might be supposed that the section contemplated the inspection of entries relating to the account of a party to the proceedings, but it is not expressly so limited, and it leaves the door open for an application such as was made in *Pollock* v. *Garle*. The action was brought for rescission of a contract to purchase shares on the ground that the vendor had made a misrepresentation as to the financial position of the company. One of the misrepresentations alleged was that on a given date the company had a specified amount standing to its credit at its bankers. An obvious way of testing the truth of this assertion was to obtain an order for inspection of the banker's books, and such an order was made by Kekewich, J., under section 7 of the Act. But however convenient such a proceeding might be to the plaintiff, it was naturally distasteful to the company, who were no parties to the action. A plaintiff does not by merely bringing his action entitle himself to exact information from strangers, and whatever rights he may have at the trial, it would be very oppressive to give him these facilities for the purpose of preparing his case. The Bankers' Books Evidence Act, however, does no more than vest a discretion in the court to make an order under section 7, and there is no need to exercise this discretion in a case where the plaintiff is seeking information to which he is not properly entitled. So, accordingly, the Court of Appeal held, and reversed the order of Kekewich, J. Only in very exceptional cases will an order be made under the section for inspection of the account of a stranger to the action.

The case of *Morley* v. *Carter* (*ante*, p. 14) decided a point of practical importance under the Agricultural Holdings Act, 1883. Section 7 of that Act requires a tenant claiming compensation to give notice in writing to his landlord of his intention to make such a claim "two months at least before the determination of the tenancy." It frequently happens that, by the terms of his tenancy, or by the custom of the country, a tenant is entitled to give up possession of a part of his holding upon one date and the remainder upon a subsequent date; in these cases the question arises, When must the notice of claim be given? *Re Paul, Ex parte Earl of Portarlington* (24 Q. B. D. 247), was a case of this kind; there the tenant gave a notice to quit expiring on the 11th of October, and on that date he gave up 1,000 acres, but under a local custom he retained 200 acres until the 11th of February following, and certain barns and outbuildings until July. His notice of claim was served on the 29th of November—viz., after he had given up the 1,000 acres, but more than two months before he had given up either the 200 acres or the buildings. It was held by Lord Coleridge, C.J., and Mathew, J., that the notice was in time, the words "determination of the tenancy" in section 7 meaning "the end of the holding of the land." It is not clear from the judgments whether the decision would have been the same if buildings only, and not agricultural land, had been held over for two months after the notice. In *Black* v. *Clay* (1894, A. C. 368) the facts were similar; grass land, part of the holding, was given up at Whitsuntide, the arable land was held over till Martinmas and the buildings till the following Whitsuntide. The case arose under the Scotch Act (46 & 47 Vict. c. 62), section 7 of which requires notice of claim to be given in the same terms as are prescribed by section 7 of the English Act already referred to, except that the period is four months instead of two. Here, also, a notice, given after the grass land had been quitted, but more than four months before the giving up of the arable, was held to be in time. Lord Watson held that "determination of the tenancy" referred "to the time when the tenant finally gives up possession of the subjects which in the statute are described as his 'holding,'" and a "holding," under both the English and the Scotch Acts, must be "either wholly agricultural or wholly pastoral or in part agricultural and as to the residue pastoral." The same learned judge expressed serious doubts whether the tenant, after giving up the arable land at Martinmas, remained in possession of any holding within the meaning of the Act; the bare possession of a barn, barnyard, and two cot-houses unconnected with pastoral or agricultural land would not, he thought, be possession of a holding. In *Morley* v. *Carter* the court had to deal with a case where all the land had been given up in February, certain farm buildings only being retained (under the agreement for tenancy) until May, and the notice of claim being given in the interval, but more than two months before the buildings were to be surrendered. Wright and Kennedy, JJ., decided that the notice was out of time, there being no "holding" left in the possession of the tenant. In so deciding they followed the *dictum* of Lord Watson to which attention has been called. It is somewhat strange that when these Acts were passing through Parliament no definite provision was made for cases such as these, which must have been familiar to the representatives of agricultural constituencies. The result of the authorities seems to be, that the two months' (or in Scotland four months') period must be reckoned back from the date on which the last piece of agricultural or pastoral land is given up, but that upon that date the whole tenancy is determined for the purposes of the Act, although buildings may still be held over. It appears also from the two earlier cases that the claim of which notice is given may relate to the whole of the holding, and not merely to the part which is still retained. The questions involved are difficult, and will probably be considered by the Legislature before long.

In the recent case of *Shaw* v. *Lutman* (*ante*, p. 34) the oft-considered question—namely, at what stage of the proceedings must an intending appellant from the decision of a county court request the judge to take a note—again arose. There, the county court judge having stopped the case as soon as the more facts had been stated, and directed judgment to be entered for the plaintiff, the defendant's counsel asked the judge to take a note, which, however, the latter declined to do, on the ground that the request was made too late. It was, however, held by the Queen's Bench Divisional Court (Wright and Bruce, JJ.) that the county court judge was wrong in refusing to take a note under the circumstances above stated. This decision is, we think, fully justified by the language of section 120 of the County Courts Act, 1888, which, it will be remembered, replaces

the provision contained in section 6 of the repealed County Courts Act, 1875, and now governs the right of appeal to the High Court from the county court. It is thereby provided that, "at the trial or hearing of any action or matter in which there is a right of appeal, the judge, *at the request of either party*, shall make a note of any question of law raised at such trial or hearing, and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the action or matter." Now, certainly, this provision is somewhat ambiguous, as it does not state in so many words at what time the prescribed request must be made. It has, however, been held that a point of law must be raised first, and moreover, that, if there be more questions of law than one, the request to take a note must be made in respect of each (*Reg.* v. *City of London Court*, 70 L. T. 595). Obviously, therefore, in the case under consideration, the defendant could not have made his request earlier than he did—namely, when the judge, after hearing the facts, directed judgment to be entered for the plaintiff, for, till then, no question of law appears to have arisen. It seems to us, however, that the whole subject of when the request to take a note must be made should be reconsidered by the Legislature, as, save where a definite point of law arises at the outset of the trial, the difficulty of literally complying with section 120 of the County Courts Act, 1888, as interpreted by the High Court in *Reg.* v. *City of London Court* (*supra*), is obviously very great. The statute seems to suppose that the point of law may be stated at once at the trial and then a note taken of all the evidence; but it is obvious that a point of law may arise in the course of the case, or it may arise afterwards at the very end, and when the evidence has all been taken (see *per* BRAMWELL, L.J., in *Morgan* v. *Rees*, 25 W. R. 213, 6 Q. B. D., at p. 513). It is, indeed, true that, under R. S. C., ord. 59, r. 8, the High Court has power to admit any evidence or statement of what occurred in the county court other than the judge's notes. This, however, can only be done when a request for a note has previously been made at the proper time in the county court itself (*Cook* v. *Gordon*, 61 L. J. Q. B. 445), and therefore does not meet the exigencies of appellants from the county court, who, we think, should be entitled, in every case above £20 at all events, to request the judge to take a note of the evidence *before* any point of law has actually arisen, if, in the opinion of the counsel or solicitor on either side, one or more points of law are likely to arise. Where the parties appear in person the facts are not usually such as give rise to appeals, and therefore may fairly be left out of consideration, especially as in such cases the judge would, in the event of a doubtful point of law arising, *mero motu* suggest and facilitate an appeal if necessary.

ONE OF the most extraordinary scenes ever witnessed in a court of justice occurred on Tuesday last in the Assize Court at Northampton. The court is one of those in which the whole well is filled by a very large table round which counsel and reporters sit. A man named BERRY was put in the dock charged with burglary. The substance of the indictment was read to him, and he had just been asked in the usual manner whether he was guilty or not guilty, when, with a yell, he leaped over the front of the dock and over two rows of counsel on to table, apparently making straight for the judge. He fell on his hands and knees, but was up in an instant with his hands to his trousers, some say with the intention of tearing them off, some say with the intention of getting something out of his pocket. One of the barristers present, however, sprang upon the table and seized the desperate man, and was joined by one or two of his learned friends. The strange sight was then seen for a short time of a couple of barristers in wigs and gowns fighting with a prisoner on the table of the court. Of course the warders and police soon reached the table, and the man was removed, struggling violently and shrieking blasphemies. WILLS, J., the presiding judge, ordered the trial to be postponed till the next day, and directed that the prisoner should then be put on his trial in fetters. Next day the ruffian was brought before the court, but he was so obstreperous that the learned judge ordered him to be sent below, and the trial to proceed in his absence. This is certainly a very unusual course; probably unprecedented. Almost all the authorities on the criminal law of England state that a prisoner charged with felony *must* be present in court during the whole of his trial. Sir JAMES STEPHEN, however, says, in his Digest of the Law of Criminal Procedure, that if a prisoner misconducts himself in such a manner as to make it impossible to try him with decency, the court probably has power to order him to be removed and the trial to proceed in his absence. The learned author states that he had never heard of a case in which this was actually done, but that Lord CRANWORTH, when ROLFE, B., threatened to have RUSH, the Norwich murderer, removed if he persisted in a singularly indecent course of cross-examination. He also mentions a case in which a convict at Portland was tried at Dorchester for the brutal murder of one of the warders of the prison before SHEE, J., then sitting as commissioner. This prisoner behaved with such extraordinary violence that the judge had to give orders for him to be fastened with chains or straps, and also (it is believed) to be gagged, before his trial could proceed. Not even in such a case, however, was he removed from the court; and probably most persons will agree with Sir J. STEPHEN that, in a trial involving the penalty of death or any severe punishment, the prisoner should not be removed until every other possible measure has failed. In charges of misdemeanour, on the other hand, the authorities agree that, the accused having pleaded in person, the trial may proceed in his absence. There have been instances of this, but they are very rare. In the famous Tichborne case, for example, the defendant was one day taken ill in the course of the trial, and was allowed to leave the court until his recovery, the trial meanwhile proceeding in his absence. Probably, even in this case of misdemeanour, however, the trial would have been adjourned if the defendant had objected to its proceeding in his absence.

AS IS well known, an annual capitation grant is made by the Government to every volunteer corps in Great Britain in respect of each member of the corps who makes himself "efficient" during the year. Since, therefore, it is a serious pecuniary loss to the corps for a member not to become efficient, probably every corps has adopted a rule under which a volunteer who fails to earn the grant is bound to pay to the funds of the corps a sum equal to that which he ought to have earned. There has, however, been a considerable difficulty in recovering these sums. The rule purports to be made under section 24 of the Volunteer Act, 1863, which provides that, subject to certain requirements, "the officers and volunteers belonging to a volunteer corps may from time to time make rules for the management of the property, finances, and civil affairs of the corps." By section 27 it is enacted that "if any person belonging, or having belonged, to a volunteer corps neglects or refuses to pay any money . . . due under the rules of such corps and actually payable by him, or to pay any fine incurred by him under the rules of such corps, such money or fine shall" be recoverable in a summary manner before justices. In *Reg.* v. *Lewis and Moss* (1896, 1 Q. B. 665), however, the LORD CHIEF JUSTICE and WRIGHT, J., held that there was no power under section 24 to make such a rule, as it was not a rule for the *management* of the property, finances, or civil affairs of the corps. This decision was felt to be a very serious matter for many corps, and accordingly the Volunteer Act, 1897, was passed, which came into force last August. In order to remove doubts, it is declared by that Act that the power to make rules under section 24 of the Volunteer Act "shall extend, and be deemed to have always extended, to rules for securing the efficiency of the members of the corps, and that a fine for the breach of any rule made under the aforesaid section shall be a sum of money recoverable on complaint to a court of summary jurisdiction." As this Act is clearly retrospective, it is possible to take advantage of it at once, although the matter complained of may have occurred before the Act was passed. Accordingly, a batch of summonses were heard a few days ago at the Worship-street police-court against members of a Middlesex corps who had failed to make themselves efficient during the past year, and orders were made for payment of the sums claimed. Some of those against whom proceedings were taken defended them-

selves on the ground that they had resigned before the year in question had begun, but they were in several cases surprised to find that these resignations were not good. It is well for every volunteer to remember that, under section 7 of the Volunteer Act, 1863, he can only quit the service after giving his commanding officer fourteen days' notice in writing of his intention, delivering up all arms, &c., issued to him which are the property of the corps, and paying all money due by him under the rules of his corps. Further, it should be noticed that these sums payable because of failure to become efficient are recoverable under the Act of this year as a civil debt by complaint, and not by information.

A CORRESPONDENT calls our attention to the recent case of *Clarke* v. *M'Turk* (reported in the *Times* of the 9th inst.), in which BIGHAM, J., decided, on the authority of *Willson* v. *Love* (44 W. R. 450; 1896, 1 Q. B. 626), that a sum specified in an agreement to be recoverable as liquidated damages was in fact to be treated as a penalty; and he suggests that *Willson* v. *Love* does not really support the decision. Possibly, however, our correspondent has not noticed that the sum was stated to be recoverable, not only in the event of a breach of the stipulation which was in question in the case, but also of any of the stipulations of the agreement on the part of the plaintiff to be performed; and it is probable—though the report of the case, which is very short, does not shew this—that such stipulations were of varying degrees of importance. If so, the authority of *Willson* v. *Love* seems to be exactly in point, and the sum was rightly treated as a penalty. The plaintiff in *Clarke* v. *M'Turk* had been in the employ of the defendant as instructor in the defendant's school of fencing, under an agreement which contained a clause restraining the plaintiff from competing with the defendant after he had left his employment. For the performance of this clause *and all the other provisions of the agreement* on the part of the plaintiff, the plaintiff bound himself in the sum of £1,000 to be recoverable as liquidated and ascertained damages, and not as a penalty. The plaintiff left the defendant and started a fencing school of his own within the prohibited limits, and on his suing for arrears of salary, the defendant counter-claimed for £1,000 as payable upon breach of the clause against competition.

HAD the sum mentioned in the agreement in *Clarke* v. *M'Turk* been reserved solely upon a breach of the clause against competition, it seems clear that it could have been recovered as liquidated damages. In respect of a breach of a stipulation the damages upon which are of an uncertain amount, there is nothing illegal or unreasonable in the parties, by their mutual agreement, settling the amount of damages at any sum upon which they may agree (*per* TINDAL, C.J., in *Kemble* v. *Farren*); and for a breach of a stipulation against competition in trade, the parties may consequently fix the damages at £1,000 or any other sum they choose. With this rule we do not suppose Mr. Justice BIGHAM intended at all to interfere. But in spite of the sound principle laid down by JESSEL, M.R., in *Wallis* v. *Smith* (21 Ch. D., p. 266), that the courts of law ought not to overrule any clearly-expressed intention on the ground that the judges know the business of the parties better than the parties know it themselves, certain exceptions have been allowed, and one is that where the same sum is reserved as damages for the breach of several stipulations of varying degrees of importance, such sum is to be treated as a penalty. As to the extent to which the stipulations must vary, the cases differ. It would seem from *Wallis* v. *Smith* that for the sum named to be turned into a penalty, some of the stipulations upon a breach of which it is made payable must be of only trivial importance. So in *Lord Elphinstone* v. *Monkland Iron Co.* (11 App. Cas., at p. 342) Lord WATSON speaks of "events, some of which may occasion serious, and others but trifling, damage." But in *Willson* v. *Love* Lord ESHER, M.R., interpreted these words as equivalent to "some of which may occasion serious, and others less serious, damage," and according to this last case the sum mentioned is to be treated as a penalty wherever there is a substantial difference between the various stipulations. There a single sum of £3 was reserved as an additional rent for every ton of hay or straw sold away from the demised premises, and since there was a difference of 4s. or 5s. per ton in the manurable value of hay and straw, it was held that the damages for breach of either part of the stipulation were substantially different, and hence the additional rent was a penalty. Probably a similar difference existed between the stipulations contained in the agreement in *Clarke* v. *M'Turk*. The easiest way of escaping from liquidated damages is to find a stipulation involving the payment of a fixed sum less than the amount of the damages. Whether this occurs by itself or as one of a bundle of stipulations, it at once turns the damages into a penalty (*Wallis* v. *Smith*, 21 C. D. 256). But in drawing an agreement it is perfectly safe to insert a sum as liquidated damages, provided it applies only to the breach of a single stipulation the damages upon which are in their nature not ascertainable.

THE REAL REPRESENTATIVE.

I.

WITHOUT calling in question the principle involved in the constitution of a real representative, some remarks with regard to a few of the difficulties arising on Part I. of the Land Transfer Act, 1897, which comes in force after the 31st of December next, may be of service to the practitioner.

We must confess to a feeling of great surprise that a reform involving such far-reaching results, and affecting the general law as well as the practice at the Land Registry, was not effected in a form less open to grave objections and doubts than that embodied in the Act of this year.

Because no objection was taken to the form of the corresponding clauses in the Land Transfer Bill of 1895 in the Select Committee of the House of Commons of that year, it seems to have been considered that the clauses might be left to take care of themselves. It will be observed, however, that the expert witnesses who were examined before that committee confined their attention to the practical working of the register, and at most gave a general assent to the principle underlying these clauses.

The sections in the Act of this year relating to the real representative have been taken, almost verbatim, from clauses 72 and 74 of the Bill of 1888. At that time it was proposed to assimilate the devolution of the beneficial interest in land on death to that of personal estate. In the Act of 1897, however, the beneficial rights of the heir-at-law are, it seems, intended to remain unchanged.

Now, it may be fairly predicted that many of the difficulties to which these sections give rise would never have appeared had this change in policy been borne in mind, and the use of scissors and paste had been tempered with a little more discretion.

The marginal note to section 1, "Devolution of *legal* interest in real estate on death" had, when used in the Bill of 1888, some meaning, inasmuch as the next clause related to the "succession to *beneficial* interest in real estate on intestacy," but the note is now merely misleading.

Again, there might be some excuse for making real estate vest in the personal representative, when the beneficial interest was, on an intestacy, to devolve as personalty.

We must not, however, be understood as impeaching the decision to leave to the heir his beneficial rights; we have reason to believe that the cases where injustice is done by permitting the heir to take are now very rare, whereas the inconvenience of splitting up the real estate between the statutory next-of-kin, particularly where the property is not ripe for sale, is obvious; at the same time it must be admitted that the creation of a real representative smooths away the principal difficulties.

Next, to consider the construction of the Act, section 1 (1) is as follows:

1. (1) Where real estate is vested in any person without a right in any other person to take by survivorship, it shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives or representative from time to time as if it were a chattel real vesting in them or him.

Contingent Interests.—"Where real estate is vested." This expression is ambiguous; can a contingent interest in real estate be said to be *vested* in anyone? (See Challis, 2nd ed., p. 64 *et seq.*). Suppose the condition which must be fulfilled before A. takes an estate in fee is fulfilled after A.'s death, does the land pass to A.'s personal representatives? But see Goodeve, R. P. 4th ed. p. 240 note (o).

Estates tail or for life. An estate tail and an estate for life may be said to be *vested* in a person so that on the death of a tenant in tail or for life the fee simple may, under the section, pass to the personal representative. This may be a very desirable reform if properly carried out, as, for instance, in the Conveyancing Bill put forward by the Incorporated Law Society during last session, but the absence of any proper machinery to give effect to it points irresistibly to the conclusion that it could not have been intended.

Moreover, the words, "notwithstanding any testamentary disposition," might lead one to suppose that the section was directed only to those cases where the deceased had power to dispose of the real estate by will, but if the construction placed by the Court of Appeal on a similar phrase (see *Re Scott and Alcaren's Contract*, 1895, 2 Ch. at pp. 611-612) is followed, these words must not be taken as cutting down the scope of the section.

Remaindermen.—Again, where an estate in remainder is vested, does the estate in remainder pass on the death of the remainderman?

Trust and Mortgage Estates.—In the Bill as originally drawn, section 30 of the Conveyancing and Law of Property Act, 1881, was to be repealed. This was, we think, rightly struck out, particularly having regard to the fact that this Act does not apply to the equitable interest in copyholds, but room for doubt is still left as to whether such trust and mortgage estates as are "real estate which is vested in a person without a right of any other person to take by survivorship," do not in fact devolve under this section. If they do, then the absence of any provision making the personal representatives heirs and assigns within the meaning of trusts and powers, will—for instance, where a power of sale is given to A. (a trustee) and his heirs, and A. dies—render it necessary either to appoint a new trustee or to join the heir of A. with his personal representatives in order to make a title; the power in fact would not devolve on them though the estate did (see *Re Morton & Hallett*, 15 Ch. D. 143.)

Right of survivorship.—The words "without a right in any other person to take by survivorship" prevent the estate of a joint tenant or a tenant by entireties from passing to the personal representative, but can have no bearing on the question as to whether life estates or estates tail are affected by the section.

Settled land which is registered.—On the death of a tenant for life of land which is registered in his name after 1897 (see section 6 (8) of the Land Transfer Act, 1897), and assuming that unregistered land does not pass on the death of a tenant for life under section 1, then nothing passes to his personal representatives. Where, however, the land is registered in his name before 1898, it is not clear what will happen.

It may be that (see Land Transfer Act, 1875, ss. 7 and 8) the fee simple is, on registration with an absolute or possessory title, vested, in this case, in the tenant for life, subject to the incumbrances, if any, paramount to the settlement; the rights of remaindermen and other persons claiming under the settlement being left to take effect as mere unregistered equities. If this is so, then the fee simple will, on the death of the tenant for life, vest in his personal representatives, who will, if required, transfer, by the direction of the trustees of the settlement, to the person next entitled, and he will accordingly be registered, with or without restrictions, as the state of the title may require. An actual transfer or conveyance, except to get in the legal estate, will not, however, be necessary (see Land Transfer Act, 1897, s. 6 (4)).

The question, however, seems to depend on whether section 6 (8) does or does not operate to divest the fee, if any, acquired by a tenant for life before 1898. Possibly, with a view to create uniformity of practice, that sub-section, though it contains no express provision as to divesting, may be held to have that effect, subject, of course, to any intermediate dealings by the heir or devisee of the tenant for life.

Sufficient has now been said with reference to the first sub-section of the new Act to shew that, even in everyday matters, doubts must necessarily arise which cannot well be disposed of without the assistance of the courts. Even viewed from the standpoint of registration, the sub-section is far from faultless, and we confidently submit that the interests of registration have not been well served by rendering it impossible for practitioners to advise definitely on really elementary points of the general law.

Now to consider sub-section 4, which runs thus:

"(4) The expression 'real estate' in this part of this Act shall not be deemed to include land of copyhold tenure or customary freehold in any case in which an admission or any act by the lord of the manor is necessary to perfect the title of a purchaser from the customary tenant."

This, it will be observed, is the only definition of "real estate," and it is a negative one.

We raise no objection to the exclusion of copyholds; that seems to be in accordance with the present policy of the law, with a view to encourage enfranchisement; and we venture to think that copyholders will be well pleased, at any rate for the present, with the exclusion. But what is the meaning of "real estate"?

Estate pur autre vie.—An estate for the life of another person, where the heir is special occupant, is not strictly "real estate," so that it may still pass to the heir or devisee, except where it is a trust or mortgage estate.

Right of re-entry.—Whether a right of re-entry for condition broken or otherwise, and the interest under a covenant to invest money in the purchase of land, are within the section, must at least be doubtful.

Personal inheritance.—Where, for instance, an annuity is limited to A. and his heirs, this is a hereditament within section 30 of the Conveyancing and Law of Property Act, 1881, but, though it ought to be made to pass to the real representative, it clearly does not.

Chattels real.—As "real estate" is to vest as if it were a chattel real, it seems that the expression cannot here include chattels real. These devolve, therefore, on the personal representative under the existing law.

We may now proceed to consider the section as a whole.

It will be a matter for surprise that, although Part I. of the Act is headed "Establishment of a Real Representative," the section does not even enable the appointment of one, but makes the personal representative in that character real representative, and constitutes him real representative where there is no personalty, and where he cannot properly be personal representative: see *Re Parker's Trusts* (1894, 1 Ch. 707, 722); also *Roll* v. *Osborne* (Hobart's Reports, 3rd ed., p. 25).

One result is that there cannot be a real representative apart from the personal representative. This is most inconvenient. Thus a testator may wish to leave all his personal estate to his wife and appoint her executrix, and to leave his land to trustees on trust. He cannot make his wife executrix without vesting the land in her, and he cannot vest the land in the trustees without making them joint executors with his wife.

Another result is that, when real representatives convey, and proper covenants for title are to be implied, the real representatives will have to convey as personal representatives; surely the executors of the real estate should in that character have been called real representatives and should have been enabled to convey as such?

It may be taken, then, that the operation of this section is so obscure, except perhaps where a person dies who was solely entitled to freehold land for an estate in fee simple in possession, that the profession may, it is hoped, look forward with some confidence to its repeal and re-enactment in an improved form at an early date.

Jumping to conclusions, says the *Globe*, is a mischievous habit. A little while ago a certain case in which Irish bacon-curers were interested were adjourned *sine die* in consequence of the illness of counsel. Some Irishmen present, linking "illness" and "die," at once telegraphed to Belfast that the counsel was dead. Yesterday the counsel, in applying for a new hearing, had to explain that he was not dead; which must always be an embarrassing thing to do. The incident recalls the Indian barrister who threatened that he would now proceed to "expose the *cui bono* in all its naked horror."

REVIEWS.

BOOKS RECEIVED.

An Epitome of Leading Conveyancing and Equity Cases, with some Short Notes thereon, chiefly intended as a Guide to "Tudor's Leading Cases on Conveyancing," and "White and Tudor's Leading Cases in Equity." By JOHN INDERMAUR, Solicitor. Eighth Edition. Stevens & Haynes.

The Annual Practice, 1898. Being a Collection of the Statutes, Orders, and Rules relating to General Practice, Procedure, and Jurisdiction of the Supreme Court. With Notes, Forms, &c. By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNEY, B.A., Master of the Supreme Court; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. In Two Volumes. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Pratt's Law of Highways, Main Roads, and Bridges. In Two Parts. I. Law of Highways Independent of Statute; II. Statutes relating to Highways, Main Roads, and Bridges. Fourteenth Edition. By WILLIAM MACKENZIE, M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

Snowden's Police Officers' Guide; with an Epitome of the Police (England) Acts; the Police Act, 1890; the Criminal Law Consolidation Acts; the Licensing Acts; the Summary Jurisdiction Acts; and a Digest of Recent Circulars of the Secretary of State. Tenth Edition. By T. O. HASTINGS LEES, Esq., M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

A Compendium of the Law relating to Executors and Administrators, with an Appendix of Statutes, Annotated by means of References to the Text. By W. GREGORY WALKER, B.A., and EDGAR J. ELGOOD, B.C.L., M.A., Barristers-at-Law. Third Edition. By EDGAR J. ELGOOD, B.C.L., M.A. Stevens & Haynes.

The Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37). With copious Notes and an Index containing the Employers' Liability Act, 1880. By W. ADDINGTON WILLIS, LL.B. (Lond.), Barrister-at Law. Second Edition. With additional Notes. Butterworth & Co.; Shaw & Sons.

CORRESPONDENCE.

STATUTORY DECLARATIONS AS TO GOODS UNDER THE CANADIAN REGULATIONS UNDER THE CUSTOMS TARIFF, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—By the enclosed copy of correspondence it would appear that the Dominion of Canada, acting by the Minister of Customs, can authorize declarations to be made and subscribed in England relating to goods exported from England, before persons not otherwise authorized to take declarations. This would seem to call for comment. GEO. L. WINGATE.

8½, Angel-court, Throgmorton-street, E.C., Nov. 15.

The following correspondence is enclosed:

8½, Angel-court, Throgmorton-street, London, E.C.,
2nd November, 1897.

Sir,—In July, 1897, the Canadian Minister of Customs made regulations under the Customs Tariff, 1897. That:

Persons entering goods under the Canadian Reciprocal Tariff of 1897 should furnish an invoice of the articles, with a declaration annexed thereto from the exporter made before a commissioner for taking oaths, and among others the secretary of a chamber of commerce, as to origin and value of the articles in the form then prescribed, which form states the declaration is to be "subscribed and declared" in the usual way.

I drew the attention of the Commissioner of Customs to the fact that declarations in this country can only be made before notaries, justices of the peace, and commissioners for oaths, properly appointed, and that treasurers and secretaries of a chamber of commerce were not as such so authorized.

I learn now that the High Commissioner of Canada has received a telegraphic intimation from the Minister of Customs that exporters may make declarations of the origin of goods before any witness, such as an employee of the exporter.

I submit that the Canadian authorities have no right to authorize "any witness" to take declarations in this country, even when such are to be acted upon in Canada.

If a declaration be required upon which perjury could be assigned, then the same ought only to be made before a proper officer duly authorized. If a certificate under hand only is to suffice, then the document should not be "declared, &c."

I think this is of sufficient importance for the proper department of the Colonial Office to inquire into and take the necessary steps to protect those officers who are legally authorized to take declarations.—I am, sir, your obedient servant,

(Sd.) GEO. L. WINGATE, Solicitor and Commissioner for Oaths.

To The Right Hon. Joseph Chamberlain, M.P., H.M. Secretary of State for the Colonies, Downing-street, S.W.

Downing-street, 11th November, 1897.

Sir,—I am directed by Mr. Secretary Chamberlain to acknowledge the receipt of your letter of the 2nd inst. in which you call attention to the fact that the regulations made by the Canadian Minister of Customs under the Dominion Tariff Law, 1897, allow declarations of origin to be made before persons other than notaries, justices of the peace, and commissioners for oaths.

In reply, I am to inform you that the matter is one in which Mr. Chamberlain is unable to interfere, as the Dominion Government must be allowed to exercise its own discretion as to the nature of the regulations which it may consider necessary for securing the proper observance of the provisions of the Tariff Law.—I am, sir, your obedient servant, (Sd.) JOHN BRAMSTON.

G. L. Wingate, Esq.

DESCRIPTION OF WITNESS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Knowing the great interest which you take in all matters legal, I should like to draw your attention to a case which in my experience is absolutely unique in the attestation of legal documents.

Readers of your able journal are well aware of the care which is always exercised by solicitors and their clerks, when sending documents by post to their clients, to explain fully what is necessary to be done to perfect the execution of the deed.

A conveyance has recently come into my possession, and the attesting witness to the grantor's execution is a lady. She was doubtless instructed to "sign her name and add her address and *description*" in an indicated spot. The name and address apparently gave the lady-witness no trouble—any member of the fair sex can write her name and address.

But the description! That must have puzzled her. "*Complexion fair, eyes blue, hair dark brown*" are the words by which the bewildered lady described herself in the deed of conveyance!

Curiously enough she did not add her age—that was evidently indescribable in one of the fair sex. CHARLES J. FOX.

7, Gt. St. Thomas Apostle, E.C., Nov. 17.

FEE OF PROFESSIONAL WITNESS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Last sittings a professional witness was served with a subpœna and a fee of £1 1s. paid him. The case will not now be reached until next sittings. Is he entitled to a further £1 1s. fee?

He does not wish to put the parties subpœning him to the expense of a fresh subpœna, but contends that he is entitled to the £1 1s. paid last sittings for expenses in watching the case.

Can you tell me what the law is upon the subject?

London, E.C., Nov. 17. MARK LANE.

[Perhaps some of our readers can give some authority, as we have not found any. By the light of nature, one would suppose that if the witness was required to be actually present in court last sittings he would be entitled to the £1 1s. for his loss of time; and a further fee would be payable in respect of his next attendance. Otherwise he does not appear to have yet earned his guinea.—ED. *S.J.*]

THE LAND TRANSFER ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. J. M. Lely, in the letter to the *Times*, which is reproduced in your issue of the 13th inst., p. 35, does not quite carry the point to its logical conclusion.

Compulsory registration can be applied only to a "county" or part of a county as defined by the Local Government Act, 1888; there is no positive definition of "county" in such Act; therefore compulsory registration cannot be applied at all! Q. E. D.

Mr. Upjohn, Q.C. (one of the recently-created Chancery silks), has elected to practise permanently in the court of Mr. Justice Stirling.

Mr. Baron Pollock, having lost his voice, was unable to sit at Chelmsford Assizes on Monday. His place was taken by Mr. Justice Channell.

CASES OF THE WEEK.

Court of Appeal.

J. S. FIELDING & CO. (LIM.) v. CORRY AND OTHERS. No. 1. 13th Nov.

BILL OF EXCHANGE—NOTICE OF DISHONOUR—BILLS OF EXCHANGE ACT, 1882, s. 49, SUB-SECTIONS 12, 13.

This was an application for judgment in an action tried before Ridley, J., and a jury. The plaintiffs sued as indorsees and holders of a bill of exchange for £120, dated the 7th of July, 1894. One of the defendants, Mrs. L. E. Edwards, was sued as the indorser of the bill to the plaintiffs. Mrs. Edwards's defence was that she had no due notice of the dishonour of the bill. Shortly before the bill matured the plaintiffs handed it to their bankers, the Cardiff branch of the County of Gloucester Bank, in order that it might be sent up to London and presented at the National Provincial Bank of England, at which bank it was payable. The Cardiff branch of the County of Gloucester Bank forwarded it to their agents, the London and Westminster Bank, by whom it was duly presented on Saturday, the 10th of November, 1894. The bill having been dishonoured, the London and Westminster Bank gave notice of dishonour on Monday, the 12th of November, to the County of Gloucester Bank, but by mistake they addressed the notice to the Cirencester branch of that bank, and not to the Cardiff branch. On the next morning, having found out their mistake, they sent notice of dishonour by telegraph to the Cardiff branch. It appeared that the Cardiff branch duly gave notice to the plaintiffs, and the plaintiffs duly gave notice to the defendant. The defendant, however, contended that she was entitled to rely on any failure to comply with the requirements of the Bills of Exchange Act, 1882, with regard to any link in the chain of notices, and that the London and Westminster Bank had not given notice to their principals in accordance with those requirements. Section 49 of the Bills of Exchange Act, dealing with notice of dishonour, provides as follows: "(12) The notice may be given as soon as the bill is dishonoured, and must be given within a reasonable time thereafter. In the absence of special circumstances notice is not deemed to have been given within a reasonable time unless . . . (*b*) where the person giving and the person to receive the notice reside in different places, the notice is sent off on the day after the dishonour of the bill, if there be a post at a convenient hour on that day, and if there be no such post on that day, then by the next post thereafter. (13) Where a bill when dishonoured is in the hands of an agent, he may either himself give notice to the parties liable on the bill, or he may give notice to his principal. If he give notice to his principal he must do so within the same time as if he were the holder, and the principal, upon receipt of such notice, has himself the same time for giving notice as if the agent had been an independent holder. (14) Where a party to a bill receives due notice of dishonour, he has, after the receipt of such notice, the same period of time for giving notice to antecedent parties that the holder has after the dishonour." Ridley, J., thought the requirements of the statute had been sufficiently complied with, and gave judgment for the plaintiffs. The defendant appealed.

THE COURT (A. L. SMITH and RIGBY, L.JJ., COLLINS, L.J., dissenting), dismissed the appeal.

A. L. SMITH, L.J., said the person to give notice in this case was the London and Westminster Bank, and they gave notice to the right persons—viz., the County of Gloucester Bank, on the proper day, but they addressed that notice to the Cirencester branch instead of to the Cardiff branch. They found out their error in time to enable them to send notice by a telegram on the next day, and that telegram was received by the Cardiff branch as soon as a letter posted on the previous day would have been received. He thought that the sending of the two notices ought to be treated as one continuing act, and that the first mistake in the address did not avail the defendant. In his opinion, therefore, the judgment of Ridley, J., ought to stand.

RIGBY, L.J., concurred.

COLLINS, L.J., thought that the different branches of a bank ought not to be treated as one and the same person, but as different persons, for the purpose of receiving notice of dishonour of a bill of exchange. In his opinion, therefore, the first notice was sent to a wrong person, and could not be relied on at all. And the notice by telegram was clearly not sent off within the time required by the Act. The whole of the law as to notice of dishonour was technical and arbitrary, but it seemed to him that the defendant had shewn a break in the chain of notices, of which she was entitled to avail herself.—COUNSEL, *Woodfin; Ashton Cross* and *R. Edmondson*. SOLICITORS, *G. J. Brocklesby; Windybank, Samuel, & Behrend*.

[Reported by F. G. BUCKER, Barrister-at-Law.]

TOWNEND v. KIRKHAM. No. 1. 15th Nov.

PRACTICE—JURISDICTION OF DISTRICT REGISTRAR—ORD. 35, RR. 1, 5, 6.

This was an appeal from an order of Day, J., at chambers. The action was commenced in the District Registry of Manchester. The defendant having made default in appearance, the plaintiff signed judgment. On the application of the defendant, the district registrar made an order setting aside the judgment on the ground that it had been entered for a larger sum than was really due to the plaintiff. On appeal Day, J., set aside the order of the district registrar on the ground that it was made without jurisdiction. The defendant appealed. The case of *Hood & Sons v. Yates* (1894, 1 Q. B. 240) was cited.

THE COURT (A. L. SMITH, RIGBY, and COLLINS, L.JJ.) allowed the appeal. They thought that, notwithstanding rule 1 of order 35 spoke of proceedings being taken in a district registry down to final judgment, yet on the true construction of rules 1, 5, and 6, read together, the district registrar had jurisdiction to make the order which he had made in this case.—COUNSEL, *Montague Lush; Carrington*. SOLICITORS, *Shaw, Tremellen, & Kirkman; Sims & Symes*.

[Reported by F. G. BUCKER, Barrister-at-Law.]

DAWSON v. THE AFRICAN CONSOLIDATED LAND AND TRADING CO. (LIM.) No. 2. 10th Nov.

COMPANY — DIRECTORS — QUALIFICATION — CASUAL VACANCY — CALLS ON SHARES—INVALIDITY.

Appeal of the defendants (other than A. Bifeldt) from an order of Ridley, J. (sitting as Vacation Judge), who granted an injunction restraining the defendant company, and the three other defendants, Thomas Thompson, A. B. Nielsen, and E. G. Sanders, until judgment in the action or further order, from forfeiting, or declaring forfeited, all or any portion of the shares held by the plaintiff and the other shareholders in the company, and from selling, or allotting, or otherwise disposing of, such shares, or any of them, and from taking or continuing proceedings to recover the amount of the alleged call of 3s. on each share which had been made, or alleged to have been made, by the defendants Thompson, Nielsen, and Sanders, and from parting with any proceeds of the call money in their hands, or to be received under the call. The resolution making the call was alleged to be invalid because Nielsen, who had been a director and purported to be one of the directors making the call, had ceased to hold any shares from the 17th to the 23rd of June, 1897, and had never been formally re-elected a director after again acquiring his qualification. Further objection was made because Thompson was stated to be an undischarged bankrupt at the date of his appointment, and therefore vacated his seat on the board immediately on his appointment. By article 90 of the articles of association the number of directors was to be not less than three, nor more than seven; and by article 93: "No person, other than the first directors, shall be qualified to be a director who is not the holder of shares of the company of the nominal value of £200." Article 96: "The office of a director shall be vacated . . . if he become bankrupt, or suspend payment, or compound with his creditors . . . or if he cease to hold the required amount of shares to qualify him for office." Article 105: "Until otherwise determined two directors shall be a quorum." Article 114: "All acts done at any meeting of the directors, or of a committee of directors, or by any person acting as a director, shall, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such directors or persons acting as aforesaid, or that they, or any of them, were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director."

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R., said that the various suggestions of irregularity, when examined, were nothing more nor less than small irregularities; there was no radical defect in any one of the points. There were originally three directors appointed by the proper parties, the subscribers to the memorandum of association, they were Bradford, Sanders, and Griffiths. Bradford died on the 13th of April, 1897, and Thompson was appointed director in his place under an article which clearly authorised the appointment, subject to the point that he was an undischarged bankrupt. There was a casual vacancy which the other two directors had power to fill. There was a meeting of shareholders afterwards, and Thompson then retired and was re-elected. The clause relating to the bankruptcy of a director did not apply to the facts with which the court had to deal, and it appeared to his lordship to be perfectly competent for the shareholders, if they chose, to appoint Thompson. Nielsen was appointed in succession to Griffiths, who died in December, 1896. That was all right, and Nielsen remained a properly-qualified director until the 17th of June, 1897, when it appeared he had transferred all his shares, and for five or six days, from the 17th of June to the 23rd of June, he had no shares. So under one of the articles of association he vacated his office. On the 23rd or 24th of June he acquired other shares, and became qualified. There was a meeting of the directors on the 24th of June at which he was present, and acted as a director. There was a casual vacancy which the other two directors had power to fill up, and although they did not go through the form of passing a resolution appointing him a director, they accepted him as a director, and allowed him to act as one, and when this call, which was impeached, was made on the 23rd of June it was made by Thompson, Sanders, and Nielsen; Nielsen then being a properly-qualified director. If that was not an irregularity in his appointment such as was attempted to be cured by article 114 his lordship could not conceive what was. It would be reducing that article to a nullity to say that it did not apply to such trumpery defects and trivial irregularities as those they had to deal with here. It was said that on account of *The Howbeach Coal Co.* v. *Teague* (5 H. & N. 151) the court must hold that the article (114) did not apply to such a case as this. His lordship explained that that case did not warrant the contention that the article did not apply to calls and things of that kind as between the company on the one side and the shareholders on the other. Another point taken here, and not in the court below, was that the calls had been made for an improper purpose, and not for the purpose of *bond fide* carrying on the business of the company, for the purpose of recouping the persons who had paid off the promoters under agreements which were sought to be rescinded. The evidence was far from sufficient to enable the court to grant an injunction. The appeal must be allowed and the order discharged with costs here and below.

CHITTY and VAUGHAN WILLIAMS, L.JJ., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Alexander*, Q.C., and *W. Higgins*;

Bramwell Davis, Q.C., and *Stewart Smith*. Solicitors, *Burgoyne, Watts, & Co.; Wyatt, Digby, & Co.*

[Reported by W. Shallcross Goddard, Barrister-at-Law.]

High Court—Chancery Division.

MUDDOCK *v.* **BLACKWOOD.** Kekewich, J. 16th Nov.

Copyright—Infringement—Action on the Case—Action of Detinue—Action of Trover—Injunction, Delivery up, and Damages—Copyright Act, 1842 (5 & 6 Vict. c. 45), ss. 15 and 23.

This was an action by the registered proprietor of the copyright in and author of a work called "A Wingless Angel" against the defendants, who were publishers, claiming an injunction restraining them from publishing reprints of the plaintiff's work, delivery up of all copies in the defendants' possession, an account of profits made by the defendants by the infringement, or alternatively damages in respect of the infringement with an inquiry as to the amount thereof, £250 damages for conversion as in an action of trover, and costs. Two actions had been begun originally, one in the Chancery Division claiming an injunction, an account, and delivery up; the other in the Queen's Bench Division claiming damages under section 23 of the Copyright Act, 1842, for wrongful conversion of copies of the book unlawfully printed without the plaintiff's consent. The latter action was transferred to the Chancery Division, and the two actions were subsequently consolidated; the claim in the consolidated action being as first above mentioned. The defendants had bought the stereotyped plates of the work at a public auction in 1886 and had used them without complaint until 1896. The plaintiff had not published the book since 1875. Prior to the Queen's Bench action the defendants had offered to submit to an injunction, to pay £10 as damages, to deliver up their copies of the book and pay the costs, but the plaintiff had refused the offer. Counsel for the plaintiff relied upon section 23 of the Copyright Act, 1842, and submitted that the remedies given by it were not alternative, and that he could sue both in detinue and trover. On behalf of the defendants it was argued that the remedies were alternative and that section 23 was inconsistent with section 15, which rendered the offender liable to a special action on the case, which was the proper remedy in the present instance, and the following cases were referred to: *Pike* v. *Nicholas* (18 W. R. 321, 5 Ch. 251), *Colburn* v. *Simms* (2 Hare 543), *Delfe* v. *Delamotte* (3 K. & J. 581).

Kekewich, J., said it was strange that in the year 1897 he should be called upon for the first time to say what was the meaning of section 23 of the Copyright Act, 1842, and whether the remedy given by that section was inconsistent with the remedy given by section 15 of the same Act. There did not appear, however, to be any decision upon the question. Two points had been raised. The first was that as section 15 gave the proprietor a special action on the case, that was the remedy which he was intended to pursue except so far as his remedies at law were not interfered with, and that, therefore, the 23rd section, which gives certain rights of action, must be construed as meaning something entirely different; that the offender under section 23 was a different person from the offender under section 15—in other words, that section 15 contemplated a person who had "unlawfully printed or imported," while section 23 contemplated a person who was the accidental possessor of an infringing book. This certainly was a possible view, but the language of the two sections was not so clear as to compel his lordship to adopt it, and he therefore did not hold that because, under the 15th section, the plaintiff had an action on the case, therefore he could not sue under the 23rd section. Then the next point was this: the proprietor was entitled under section 23, after demand in writing, to sue for and recover the infringing books, or damages for the detention thereof, in an action of detinue from any party who should detain the same, or to sue for and recover damages for the conversion thereof in an action of trover. It was argued that the remedies under this section were alternative, and that the plaintiff must sue either in detinue or in trover, not in both. In his lordship's opinion that was not so; it would be an extremely narrow construction of the Act to hold that the proprietor of the copyright in a book, knowing that a man had a certain number of copies in his hands and that he had sold other copies, could not sue that person in detinue for the copies detained, and also in trover for the copies converted to his own use. This seemed plain from the Act itself, and his lordship did not see why the plaintiff should not have the two claims—viz., for detinue and trover—and he might also be said to have been exercising his right to an action on the case by his proceedings in the Chancery Division. In his lordship's opinion the plaintiff was entitled to an injunction, delivery up of copies as in an action of detinue, and damages as in an action of trover for the books sold.—Counsel, *Warrington*, Q.C., and *J. G. Joseph*; *Renshaw*, Q.C., and *J. W. Baines*. Solicitors, *E. Salaman, Fort, & Co.*; *Richardson & Goring Thomas*.

[Reported by R. J. A. Morrison, Barrister-at-Law.]

RALEIGH *v.* **GOSCHEN.** Romer, J. 13th Nov.

Crown, Prerogative of—Action against Lords of Admiralty—Allegations of Trespass by Order of—Action, Form of—Amendment.

The action was brought (in the words of par. 1 of the statement of claim) for the purpose of establishing, as against the Lords Commissioners of the Admiralty and the Director-General of Naval Works, that they were not entitled to enter upon, or take possession of, or to acquire by way of compulsory purchase, certain land, the property of the plaintiffs, in the neighbourhood of Dartmouth, for the purpose of establishing there a training college for cadets. The plaintiffs alleged (par. 12 of the statement of claim) that the defendants had entered upon a portion of the estate and had placed certain stakes thereon, with a view to the acquisition of the site for the training college, and (par. 17) that the defendants had, by their servants and agents, wrongfully entered upon the property, and surveyed and staked out the site, and threatened and intended to take possession, and they alleged that the defendants contended that they had statutory powers of compulsory acquisition, which they threatened and intended forthwith to exercise, and (par. 18) that they, the plaintiffs, were advised that the defendants had no right, either by statute or otherwise, to enter on the land, &c., or to acquire it by compulsory purchase. The defendants admitted that the site had been surveyed and marked out, but denied that they or any of them had done the acts complained of, and they alleged that what had been done had been duly performed by the officers of the Lords of the Admiralty acting by the direction of the Executive Government under the Crown. They submitted that the Lords of the Admiralty were entitled to exercise by statute compulsory powers. They, however, raised a preliminary point of law—namely, that the court had no jurisdiction to entertain the action. The plaintiffs asked leave to amend, if necessary, by also suing the defendants individually, and by adding as parties two marines and a civil engineer who had staked out the site. The plaintiffs had also taken out a summons for the delivery of interrogatories with a view of ascertaining by whom or by whose directions the alleged wrongful acts were done. The preliminary point of law and the plaintiffs' summonses now came on to be heard. It was contended for the defendants that an action of tort could not be maintained against the Ministers of the Crown as such, and that this was the character of the action. Such proceedings against persons acting in an official capacity should not be allowed to be amended by turning them into new proceedings against the same persons as being private persons. For the plaintiffs *Walker* v. *Baird* (1892, A. C. 491, 41 W. R. Dig. 62) was cited.

Nov. 4.—Romer, J.—The only question, to my mind, is whether this is not a case in which an amendment ought to be allowed. It appears to me if any person commits a trespass (I use that word advisedly as meaning a wrongful act or one not justifiable) he cannot escape liability for the offence. He cannot prevent himself from being sued merely because he acted in obedience to the order of the Executive Government or of any officer of State, and it further appears to me, as at present advised, if the trespass had been committed by some subordinate officers of a Government department or of the Crown by the order of a superior official, so that the trespass was caused by the order and was in substance the act of the superior official, that superior official, even if he were the head of the Government department in which the subordinate official was employed, or whatever his official position might be, could be sued, but in such case the superior official could be sued not because of, but despite of, the fact that he was an officer of State. I think it is clear that the head of a Government department is not liable for the neglect or torts of officials of the department unless it could be shewn that the act complained of was substantially the act of the head himself, in which case he would be liable as an individual, as a stranger committing the act would be.

Nov. 13.—Romer, J., said that the above were the principles of law applicable to the case. The result was that the plaintiffs could sue any of the defendants individually for trespasses committed or threatened by them, but they could not sue the defendants as an official body. Was the present action one against the defendants as individuals? His lordship came to the conclusion that it was intended to be and was a claim against the defendants in their official capacity. They were described and sued as the Lords Commissioners of the Admiralty and the Director-General of Naval Works. No distinction was drawn between them, and no act, order, direction, or threat by any of them individually was alleged. His lordship then dealt with the allegations in the statement of claim, referring particularly to paragraphs 1, 12, and 17, and pointed out that the correspondence referred to therein was with officials of the Admiralty in an official capacity only. Then the plaintiff's summons to amend really proceeded on the footing that the present action was one against the present defendants in their official capacity only. Ought then the plaintiffs to be allowed to amend their action? His lordship, on consideration, thought not. For what the plaintiffs were seeking to do was to change one action into another of a substantially different character, as would be seen when questions of discovery, and the form and operation of any judgment that could be obtained by the plaintiffs were considered. Action dismissed with costs, without prejudice to any claim the plaintiffs might have against the two marines and the engineer or against any of the defendants individually.—Counsel, *Sir Richard Webster*, A.G., *A. T. Lawrence*, Q.C., and *Ingle Joyce*; *Swinfen Eady*, Q.C., and *S. Dickinson*. Solicitors, *Solicitor to the Treasury*; *Petch & Saurthwaite*.

[Reported by J. F. Waley, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **TEDDINGTON URBAN DISTRICT COUNCIL.** Romer, J. 11th Nov.

Local Government—Land Acquired for Sewage Works—Land "not Required" for Purpose—Land not Immediately Required—User of Land—Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 175.

This was an action against the Teddington local authorities, at the relation of a resident, to compel the defendants to sell a piece of land which adjoined his property, on the ground that it was no longer needed for the purpose for which it had been bought—viz., the disposal of sewage. It was stated that the land in question formed part of a piece of land consisting of some 25 acres which had been acquired in the year 1887, with the sanction of the Local Government Board, under the Public Health Act, 1875, for the purpose of permanent sewage works, and most

of which had been used for the erection of tanks and machinery and for filtration beds for the purpose of the reception and disposal of sewage. It was also stated that some of the land had been sold as not being required for sewage purposes—in accordance with section 175 of the Public Health Act—but another part had been utilized by the defendants as a place of deposit for refuse collected from dustbins, to receive which trenches had been dug to the gravel surface and drawn to the level of the subsoil. A mound had also been raised. The plaintiff alleged that the defendants had also entertained a scheme for turning another part of the unused land into a public recreation-ground, with a lake, bathing-place, and promenade, and had constructed a temporary footpath over the land. The plaintiff alleged that the pieces of unsold land were, within the meaning of section 175 of the Public Health Act, 1875, "not required for the purpose for which they were acquired"—viz., the reception and disposal of sewage—and submitted that they should be ordered to sell the same in accordance with the section. The defendants alleged that their mode of using this land was not permanent, but merely temporary, and not such as to prevent the land from being used hereafter for sewage purposes; and, moreover, that, having regard to the rapid increase of Teddington in extent and in population, and to the necessity of having reserve land available for these purposes, the land was, in truth, still needed for the purpose for which it had been acquired. The plaintiff claimed a declaration that the land in question, in all some eight acres, was not required for the purpose for which it had been acquired under the Act of 1875, an order directing its sale under section 175, and an injunction restraining the defendants from appropriating or using any portion as a site for a public promenade or recreation-ground, or for ornamental water, or for a footpath, or for the purpose of the deposit of house refuse, or for any purpose other than that of the reception and disposal of sewage.

ROMER, J., found that all the land should be kept and would be ultimately required for sewage purposes only; or, in other words, that section 175 of the Public Health Act, 1875, did not apply to any portion of the land. No doubt at the time when the land was purchased with the sanction of the Local Government Board it was contemplated, as shown by the plan, that part of the land purchased would not be required for sewage purposes. But circumstances had changed, and if he were to hold that the portions contemplated at the date of the purchase as not being then required to be retained for sewage purposes were on that account never to be so used at all, he failed to see what right the local authority had to acquire the land at all. In his lordship's view the local authority did acquire the whole of the land for sewage purposes, and they were not conclusively bound to sell the land marked on the plan as not required if circumstances changed and it was found that they did require it. Apparently they had now changed their minds, and, in his opinion, they had come to a wise conclusion, and the land was required for sewage purposes. No doubt the council, until very recently, had thought that the whole of the land would not be required, and if they had committed themselves irrevocably to the position that part was not required perhaps section 175 would have applied. He had considerable doubt on the point, but he should give the council the benefit of the doubt; but he thought they were not precluded from saying that the whole land was required, and they were entitled to retain it. Undoubtedly what they had done had misled the plaintiff; and his lordship would remember that when he came to deal with the question of costs. The next question which arose was whether the defendants had dealt with any part of the land so that it could not be used for sewage purposes. The only parts which that referred to were those on which the trench and mound had been made. Although he thought these works were improper, yet, at the same time, they did not make the land on which they were wholly unfit for sewage purposes. The plaintiff was not, therefore, entitled to any declaration that any portion of the land should be sold. A further question arose. The plaintiff or relator said that the defendants had dealt with parts of the land improperly, and ought to be restrained. With the exception of the mound and trench, nothing had been done of a permanent character. They had made a footpath and put a few benches, and contemplated using parts of the land as a temporary park, and these things only referred to parts not immediately required for sewage purposes. The plaintiff, however, argued that even such temporary use was not permissible, and claimed an injunction. His lordship thought it right to state shortly his views with reference to the *interim* user of the land not required for sewage purposes. He agreed that the defendants could not apply the land to or use it for any purpose inconsistent with the purposes for which it was acquired. But those purposes did not require the immediate user of every part of the land for sewage purposes. Some part only was required for immediate sewage works, and the remaining part had to be retained because needed hereafter for such works. Pending the actual application of this remaining part for such purposes the defendants could retain it, and one of the purposes for which it was required might be said to be such retainer. But, of course, while so retaining it, they could not use it or deal with it in such a way as to prevent user for sewage purposes or substantially interfere with its immediate user whenever it was needed for these purposes. But, subject to such exception, while retaining the land, his lordship did not see how it was inconsistent with the purpose for which they had acquired it to use it in any lawful manner in which in its then condition it could be used, provided that such user did not substantially interfere with the main purpose of drainage for which the land was ultimately wanted, and he knew of nothing which made it unlawful for a council such as these defendants from permitting vacant land in their possession, and not at the time required for the ultimate purpose for which they had acquired it, to be temporarily used as a recreation-ground, provided care was taken to prevent any rights from being acquired over it by the public or otherwise which would prevent or interfere with the council's using the land for its ultimate purpose whenever required. The case of *Attorney-General* v. *Corporation of Southampton* (1858, 1 Giff. 363, 8 W. R. Ch. Dig. 2) did not interfere with that view. Nor was the judgment of Cotton, L.J., in *Bayley* v. *Great Western Railway Co.* (1884, 26 Ch. D., p. 450, 32 W. R. Dig. 227) inconsistent. It might also be added that he had nothing to do in the present case with the misapplication of ratepayers' money. He was only concerned with the lawful user of the land. With regard to the works proposed by the defendants to be put on the land—namely, campshedding, making up the frontage, making a lake, and, above all, a bathing-place—when the correspondence was looked at, and all the facts, his lordship thought that the defendants had contemplated using parts of the land not for sewage purposes, nor for justifiable *interim* purposes. The defendants now asserted that they had no intention of doing anything which would prevent them from properly using the land for its ultimate purposes. He accepted that statement. The mound and trench were, however, most injurious to the proper user of the land for sewage purposes, and were inconsistent with such user. As he understood that the defendants would give an undertaking not to use the land for such inconsistent purposes, he made no order except that, on the defendants' undertaking not to use the land for dustbin refuse, the defendants should pay the costs of the action.—COUNSEL, *Neville*, Q.C., and *F. R. Y. Radcliffe*; *Macmorran*, Q.C., and *Lewis Thomas*. SOLICITORS, *Powell & Rogers*; *G. C. Sherrard*.

[Reported by J. F. WALBY, Barrister-at-Law.]

HUNT v. FRIPP. Byrne, J. 10th, 11th, and 12th Nov.

BANKRUPTCY—AFTER-ACQUIRED PROPERTY—UNDISCHARGED BANKRUPT—NEW INTERVENTION OF THE TRUSTEE—ASSIGNMENT FOR VALUE—EQUITABLE CHOSE IN ACTION.

The decision in this case involved a question as to the powers of a bankrupt to validly deal with property acquired after his petition, but before his discharge. In April, 1892, John Emery, who lived in Melbourne, in the colony of Victoria, filed his petition in the Court of Insolvency there. His estate was placed under sequestration, and the defendant Cohen was appointed the assignee. In March, 1893, the father of Emery, who lived in England, died, leaving by his will a legacy of £500 and a share of residue to his son, the insolvent. The first two defendants were the executors and trustees under the will. Shortly afterwards, and before his discharge, Emery was informed of these facts. In September, 1893, he obtained his certificate of discharge. In June, 1895, being then indebted in a much larger sum to the plaintiffs, Emery assigned to them, in consideration of £900, all his share and interest in the estate of his father under the will. Neither previously to his discharge nor to this assignment did he inform his assignee in insolvency of these interests which he had acquired. Upon obtaining the assignment the plaintiffs applied to the executors of the will to have the legacy and share of Emery paid to them, but the executors, having heard of the insolvency, refused to do so, and upon the assignee in insolvency hearing of the will he claimed the interests of the insolvent under it on behalf of the creditors. The plaintiff brought this action for payment to them of the moneys in question. It was admitted during the trial that the plaintiffs knew at the time of the assignment that Emery had not informed his assignee in insolvency of his interests under his father's will. The executors took no part in the argument, and had paid the moneys into court. The question depended upon the law of Victoria, which was governed by the Victorian Insolvency Act, 1890, the sections of which, as far as it applied to this case, were almost identical with the corresponding sections of the English Bankruptcy Act, 1883. Expert evidence was given of the Victorian law upon the case.

BYRNE, J., held that the result of the expert evidence and of the decision of the Judicial Committee of the Privy Council in *Trimble* v. *Hill* (28 W. R. 479, L. R. 5 App. Cas. 342) was that the decision of *Cohen* v. *Mitchell* (38 W. R. 551, 25 Q. B. D. 262), as explained by subsequent cases, truly represented the law of Victoria on the question, the decisions of the English Court of Appeal upon sections nearly identical with those of Victorian Acts being recognized and followed by the courts there. *Cohen* v. *Mitchell* was a case where what was assigned was a legal chose in action. The rule laid down there was only meant to be a new expression of the old law and not to throw any doubt upon *Ex parte Ford* (24 W. R. 590, L. R. 1 Ch. D. 521). The fact that here the money claimed was in the hands of trustees, and had been paid by them into court to abide the results of the trial, was not sufficient to distinguish this case from *Cohen* v. *Mitchell*. The proposition was laid down in that case in general terms. *Re Beardman, Ex parte Clarke* (38 SOLICITORS' JOURNAL 492; 1894, 2 Q. B. 93), like *Ex parte Ford*, was a case not between a particular assignee and the trustee in bankruptcy as here, but between two general assignees, and therefore was distinguishable. There was good consideration in this case, and the only question was whether the transaction was *bonâ fide*. It was not necessary to consider whether Emery had done what he ought to have done: see Lord Esher in *Cohen* v. *Mitchell* (*ib.*, p. 369). Dealing *bonâ fide* meant dealing honestly. There was no obligation upon parties dealing with an undischarged bankrupt, although they knew of the fact, to go to the trustee in bankruptcy and make enquiries. They deal with the bankrupt as with any other customer. The utmost that could be said against the plaintiffs was that they had ultimately a strong suspicion that there were some outstanding creditors under the old bankruptcy who could re-open the bankruptcy and put the assignee in motion. The reasonable inference was that the plaintiffs were dealing honestly—*i.e.*, *bonâ fide*, within the rule in *Cohen* v. *Mitchell*. Judgment for the plaintiffs.—COUNSEL, *Eve*, Q.C., and *Muir Mackenzie*; *Norton*; *Atherley Jones*, Q.C., and *Compton Smith*. SOLICITORS, *Whites & Co.*; *Leslie & Hardy*, for *Henry Pettit*, Leighton Buzzard, Beds.; *H. A. Graham*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

LAW SOCIETIES.

THE LAND TRANSFER ACT.

THE weekly meeting of the United Law Society was held on Monday evening at the Inner Temple Lecture Hall, under the presidency of Mr. C. W. Williams, the chairman.

The subject of debate was announced as follows: "That this society disapproves of the Land Transfer Act, 1897. To open: Mr. J. S. Rubinstein. To oppose: Mr. W. J. Boycott. Mr. Benjamin Greene Lake will speak on the motion."

Mr. RUBINSTEIN, in introducing the motion, said he felt rather strongly upon the subject. No measure had been passed in recent times probably with such far-reaching consequences, and which was so little understood, and it was very important that there should be afforded not only to members of the profession, but also outside its ranks, opportunities for fully considering the measure before it was absolutely and definitely decided that it was to come into operation in any county. The Act was a most dangerous one. It was fraught with the greatest danger to the interests of the landowners and of the public. He was not going into the relative merits of transfer by deed as against transfer by registration of title, because theoretically, and perhaps practically, there was a great deal to be said in favour of a system of registration; but what they had to consider was, whether the system of registration of title as brought into force by the Act was one which they could support. In other words, it was not to the point to tell him that there were absolutely perfect systems in any other country in the world, whether it were France, Germany, Austria, or China. That was absolutely beside the question. What they had to consider was, whether the system of registration as introduced by the Act of 1875, and the amending Act of this year, would bring about a system which would tend to the advantage of landowners and the public. Although he thought the Act was a very bad one altogether, he was not going into Part 1 or Part 2, but would confine himself to Part 3, under which it was to come into operation compulsorily. Personally, he had no objection to any Act being passed which would enable landowners of their own will to register their titles. As a matter of fact, the history of the Act showed that in 1862 such an Act was passed, the Act under which the present Land Registry Office was established. Subsequently, when it was found that that office was not sufficiently attractive to draw into its net the title and landowners, the Act of 1875 was passed, which, with the thirteen years' experience of the earlier Act, was apparently thought to be sufficiently attractive to bring about the desired result. They all knew that the registration of titles under the Act of 1875 had been a dismal failure. The landowners had practically given it the cold shoulder. Of course, there was an official explanation. They were told that it was the solicitors who had practically prevented the landowners from registering at the Land Registry Office, that the advantages of registration were very great, and that it was only the dust thrown into the eyes of the laymen which had prevented them from seeing how advantageous it was to register their property. It was rather a singular fact that the ex-Lord Chancellor and the present Lord Chancellor, who were responsible for the last Act, although themselves landowners, had never yet seen the advantage of the Register established by the Act of 1875 sufficiently to justify them in registering their titles. If they had such implicit faith in the merits of this panacea one would have thought they would have been the first to take advantage of it. Those present knew that the old official explanation was not the true one. Laymen were not so easily blinded and led by the solicitors. And it must be borne in mind that solicitors themselves owned a good deal of property in England, and yet it was found that solicitors who would have seen it to be to their advantage to register if such were the case had failed to do so. He was personally acquainted with the case of a large land society, one of the largest in London, whose practice it was to grant their conveyances without the intervention of a solicitor. That society bought some years back one particular estate in Leytonstone which was registered with an indefeasible title. They thought they were going to do marvellous business, but after a little experience of the Act, and of the difficulties and delays thrown in their way by the Land Registry Office, they came to the conclusion that it was a delusion and a snare. This was of their own accord, without reference to solicitors, and, as a consequence, they ignored in their future dealings with the property the Land Registry Office, and continued to issue these printed forms of conveyance as if it did not exist. Some of the allottees thought it desirable to register, and he had heard from many of them very grave and serious complaints of the delays and difficulties they met with. He proposed to refer to the matter first under the head of simplicity, secondly of expense, thirdly expedition, and fourthly security. He put simplicity first because he thought it really the most important. Those who were practitioners hardly needed to be told what the present system was. Since the Act of 1881, known as Lord Cairns' Act, was passed, coupled with the Solicitors' Remuneration Act, the practice was very simple indeed, and year by year it was growing more simple. That Act cut down the length of deeds, and simplified titles, doing away with superfluous words which used to encumber the deeds, and under the Solicitors' Remuneration Act costs were put on a sound, rational, well-understood basis. That scale had worked well. It unquestionably did cut down solicitors' bills, but, as far as he knew, no one had complained. Indeed, the Act of 1881 which cut down these costs was a permissive Act, and it was not compulsory for the solicitors to come under it. They could have still continued to draw out long deeds and long bills of costs, but voluntarily, and in the recognition that it was to the interest of their clients and, consequently, their own interest, they adopted it. At the present time nothing was more simple than the system of conveyance. An ordinary deed contained no words that were not intelligible. He did not know what certificate was to be issued which would be much shorter than many of the present forms of conveyance. They could be got into an ordinary sheet of paper, and were to be understood by any persons of ordinary intelligence. What would be the position if the new Act were allowed to come into operation? He apprehended that the landowner would start with his certificate, a certificate which was to be issued to him by the Land Registry Office. And there at once they were met with a most serious and great difficulty. Under the Act the Registrar could issue three kinds of certificate. He might give one showing that the holder had an indefeasible title. He might issue one with a qualified title, or he might issue one giving a possessory title. Any certificate, unless it showed an indefeasible title, would be practically worthless for all business dealings. Assuming that a solicitor was acting for a willing purchaser, how could he advise a client to accept a certificate saying that a man had a qualified title only? He would not know what the defect in the title might be. It was absolutely impossible upon the face of the certificates that were likely to be issued to find out where the defect existed, and a purchaser must absolutely refuse to accept such a title. Acting for a mortgagee, how dared a solicitor lend money upon a certificate which showed that a man had only a qualified or possessory title? He might be told they would have this indefeasible title. He ventured to say there was the greatest possible doubt about this. If one went to the Registrar with, say, a twenty-nine years' title, the Registrar would laugh at him. He would say he was bound to see that there was a good forty years' holding title. "Give me the prior title." What was the unfortunate purchaser to do? He was compelled to register. He would be asked how he got the prior title. The conditions under which he had bought might preclude him from asking the vendor to give it him. How was it possible to go back twenty or thirty or forty years in many cases, having regard to the numerous dealings that take place with property? Let him refer to what takes place under the Torrens' Act in Australia. They knew that was an admirable Act. But what did they find? It came into operation in 1862, and all titles issued by the Crown since 1862—and they were very numerous—were registered under the Act. The fact of having a registered title under the Act gave it a value it would not otherwise possess. With regard to the titles prior to 1862, there were some 7,500,000 acres, and only 150,000 of these acres had been brought under the Torrens' Act, ; and the reason was simply that even in Australia, where the dealings were comparatively very few, it was found almost impracticable to bring them under the Act. The expense, the delay, and difficulty of searching out the earlier titles were so great. No one knew how much this was the case except those who had had occasion to go through with it, and he ventured to say that the Act had not been found to be adjustable to the titles in existence before 1862. If that was so in Australia, and for one dealing that took place there, there would be seven in the case of similar property in this country; and it was absolutely impossible in many cases to find the previous title, what prospects were there of success? It might be said that the Registrar had power to dispense with these if he thought right, but he would be in a responsible position, and dared not allow a title on the register unless it was a good one, because the authorities would be liable for damages. They knew sufficient of Government officials to feel certain that they would not run any risk; it would be as much as their position was worth. If the office was called upon to pay £50,000 or £100,000 in damages, what would become of the Registrar and of the staff of the office? They dared not allow it to take place, and therefore all they would give was a qualified or a possessory title, which would be absolutely worthless for practical purposes. With regard to the question of expense. At present solicitors were paid by scale, and the expense was not serious. What would be the expense if the new system were adopted? The first purchaser, who had his conveyance and had paid his solicitor's costs, would be compelled to register. His solicitor, or, if not, the man himself, would go to the registry office with the title-deeds and ask for a certificate under the Act. The Registrar would take possession of the deeds, which he would require to be left with him. When the Registrar found time to look into it, he would begin to detect errors and omissions in the title. The purchaser would ask when he was likely to get his certificate, and the Registrar would reply, "You see that pile. I must deal with those first." "But," says the purchaser, "I want to mortgage the property, and cannot do so until it is registered." "I am very sorry for you," replies the Registrar, "we are not a mortgage office; that is the law. It is compulsory for you to register, and we will take it as soon as we can." "What will be the expense?" inquires the purchaser. "There, again," says the Registrar, "I cannot tell you till I have gone into the deeds." The unfortunate purchaser would be faced with all these disadvantages and difficulties. No one could tell him when it would get through or what the expense would be, or what sort of a certificate he would get when it was finished. At present the solicitor could tell an intending purchaser almost to a fraction what was the expense he would be put to. The Act was introducing a system which would not commend itself to the landowner or the public when they had had any experience of it. On the question of delay, having given several instances of the rapidity of transactions under the present system, he referred to the paper read by Mr. Blyth at the provincial meeting of the Incorporated Law Society last month at Sheffield, and quoted from it cases brought under the notice of the Commission which investigated the subject to show in the bulk of cases matters were carried out in a very short time. When the new Act came into operation it would be impossible to fix a date for completion. With regard to the question of security, it had been suggested that the present system did not afford adequate security such as would be given by the system of registration of title. He could not call to his recollection any instance of actual fraud which had occured in his own office. Of course, there had been cases where titles had been submitted to his firm which they had not been able to pass, but he knew of no case of fraud. But, if they turned to countries where registration was the rule, it could not be said there was the same security. Mr. Blyth, in his paper, referred to Austria, where there had been 1,500 cases of fraud in the last twenty years. He (Mr. Rubinstein)

knew of a case in Australia under the Torrens' Act. A property-owner there sold his land for £3,000, but it was explained that if he sold it at that price, which was a very good one indeed, he must not object to the purchase-money appearing as £5,000. The same land repeatedly changed hands again. The next conveyance was for £9,000 and immediately after there was one of £12,000. The moneys might have been paid, but it was doubtful. At all events, the last purchaser got £8,000 from his bankers to enable him to complete the transaction, and in course of time the bank found the property on their hands, and it was valued at £2,000. These facilities for fraud were given by a system of registration of title where the people were encouraged to act as their own solicitors. There were cases where clients said they had bought the property for so much, but had no objection to a larger sum being stated, and, of course, solicitors invariably refused such transactions, and that was a protection against fraud. During 1888 Australian property to the extent of £11,000,000 changed hands according to the Registry, but he suggested that that was not the true figure. Certainly the Australian banks had had a very rude awakening, and he thought it fair to assume that this was to a certain extent due to the Registry. The Registrar was told that a certain property was sold, for, say, £1,000, and knowing nothing, he entered it upon the certificate. The certificate might be shown to an ignorant man acting without a solicitor, and he might readily advance, say, £750 upon property which was not at all of that value. The present system of depositing deeds with a banker for an advance was safe and speedy. The Act of 1897 was the worst drawn that had ever been issued, and as he read it, it was doubtful whether under its provisions it could be applied to London. There was no question but that it would give plenty of work to the lawyers; but solicitors were considering the interests of their clients, and did not want to deter them from buying properties. If the Act came into operation, and all these troubles arose, solicitors would be blamed for it. Every expert who knew anything about the subject was opposed to the Act. The present Lord Chancellor and the ex-Lord Chancellor were no doubt very well-meaning theorists, and they had evolved a system out of their own inner consciousness, but they had never had any experience in conveyancing matters. Lord Cairns was a conveyancer, and at one time had an idea that compulsory registration of title might be a good thing. He brought in a Bill, but further consideration led him to a different conclusion, and as a result he brought in the Act of 1881 simplifying conveyancing. He might be told that the Act of 1897 was purely experimental, but if it once came into operation, how would it be got rid of? Everybody knew how strongly Government officials fought for their position. The Act would never have been passed had it not been for the existence of the Land Registry Office with its staff. It would be necessary to get a large office and a big staff, and would the Government under such circumstances give it up at the end of the three years? What was to become of the people who had got these comfortable positions. It was the purest fallacy in the world to say they would ever get rid of the system or of the officials if it once came into operation.

Mr. W. J. Boycott, in opposing the motion, said he believed that in old countries such as England, it would be impossible to formulate any system of registration of title which would be as simple and satisfactory as the present system, and he was heart and soul opposed to any principle of compulsion upon the simple ground that if it was a bad thing it was clear it ought not to be compulsory, whilst if it was a good thing, it would be brought into public service without any aid from the Legislature to force it upon the people. But he supported the Act on the ground that for more than thirty years there had been a very solid and constantly increasing agitation in favour of registration of title in substitution for the present system. It originated with Lord Westbury, and was carried on by Lord Cairns, and had reached its culminating and most unreasonable pitch in the Chancellorships of Lord Herschell and Lord Halsbury. Whether there had been any justification for the agitation he was not called upon to deal with. It was not an agitation which had proceeded from the public at large. There was no doubt that constant persuasion from Lord Chancellors and persons holding very high legislative offices would in time have persuaded the public that such an Act as this was radically necessary. He believed the Act to be absolutely unworkable and doomed to failure, but it was a compromise. He did not believe it would be ever applied to any district after the first, and thought that no harm could be done by the experiment, although they must sympathise with the district experimented upon. If the Act had not passed, solicitors would have been told that they had thrown it out; but in the future they could tell the public they had made a fair offer, and had given them the opportunity of testing the benefits of the registry, that it had proved a hopeless and irremediable failure, and all they could ask them was to be quiet in future. He thought the subject might have received more attention from the members of the Bar, who had been somewhat lukewarm with regard to it. Without attempting to defend the drafting of the Act or the system of registration of title, while being absolutely hostile to any system of compulsion, he would base his opposition to the motion on these two grounds—first, that they were adopting what was not an unreasonable compromise; and, second, that solicitors at any rate were putting themselves in a very strong position for the future.

Mr. B. G. Lake opposed the motion. He said that his difficulty in so doing arose from the fact that Mr. Rubinstein's motion and speech differed so very widely. When he saw the resolution he had thought it was a little vague, but he had been relieved to hear from Mr. Rubinstein that he disassociated Parts 1, 2, and 4 from his criticism, and proposed to deal entirely with Part 3, which made the registration of title in certain districts compulsory. But he was afraid he must say that Mr. Rubinstein had wholly misunderstood the Act. He had gathered this from Mr. Rubinstein's paper read at the Sheffield meeting, and the same misconception permeated the speech. There were two objections to the Act, and he really thought only two—he meant to the system. He should not propose to follow the discussion whether registration of title or of deeds was good. He did not conceive that that came before them. But the real objection to the Act was, that it compelled the new system to be introduced. He took it that compulsion was what they had all felt to be the great evil of the Act, and, as Mr. Rubinstein had said, so long as it was left as a voluntary system, as it had been since 1862, there was no great objection to giving it a fair trial. The objection to compulsion was very easily formulated, and was not always so easily met. But compulsion was rather the rule than the exception in legislation with the present day. He would show how far it operates in conveyancing. There were three or four systems, such as in Yorkshire and Middlesex, in which the system of compulsion was in force, and had been for years. It was not a new system at all. The mere system of compulsion was not of itself an objection to the Act. *Primâ facie* he agreed that if a thing was good it ought to be taken to voluntarily, and if bad it ought not to be made compulsory; but that only put half the case. He wanted to explain what the Act really would do. All these alarmist views about the unfortunate purchaser taking his deeds to the registry and having such one of three certificates as the Registrar preferred were moonshine. There was nothing of the kind in the Act. What happened was, that if a man voluntarily went for an absolute title he could do so. To that none of them could have any objection. If he went for an absolute title and it turned out that he could have it subject to one defect, he might withdraw his application, or he might have a qualified title. A qualified title merely meant that there was a note in the margin, that there was an outstanding legal estate or something of that kind. No one could have the certificate unless he sought it and chose to accept it. A purchaser bought his land, and went to the Registrar and said, "Here is a conveyance under which I am entitled in fee simple to Blackacres." The Registrar would look at the form he brought, and if the deed carried out that he would give him a certificate of possessory title, which really meant that the Registrar was satisfied that the purchaser coming to him had acquired the right to possession of that land. If he wanted to mortgage it the next day he would not have to wait years or months for his title. He had nothing to do with that. The Act said that the possessory title meant this only, that for the future the title was absolute if one dealt on the register excepting with regard to any matter which had taken place prior to the date of the registration. In other words, the certificate of a possessory title operated, as had been well said, as a filter to a muddy river. It did not affect the previous muddy stream, but from the time the filter was used, it cleared it. The man who had bought not for immediate sale, but to keep, would in fifteen or twenty years have a title which would show he was absolute owner, because how many solicitors would hesitate to accept a title based on a conveyance twenty years old? This, in fact, was what the certificate would be. There was no obligation on any body, even in a compulsory area, to submit his deeds or his title to the Registrar. He had simply to say, "I am in possession," and the Registrar would give his certificate. It was provided—he thought by the rules—that the Registrar should not give a certificate or possessory title without having a document of some kind produced to him. That got rid of a good deal of difficulty. If a man wanted an absolute title he could have it. But he was not even invited to go for it, because the scale of fees settled for the purposes of the Act applied only to registration of possessory title. The higher scale of fees applied to those who went for an absolute or qualified title. On whose behalf were they asked to express approval of the Act? If of the community, then the solicitors were, of course, a part of the community, by no means a majority, and surely it was not without force to say that of that community as represented in Parliament, all the principal landowners had passed the Act. The House of Commons would have passed it by a majority of ten to one if it had ever come to a decision. The bankers were satisfied with the Act, and the building societies were satisfied with it. Both the bankers and the building societies opposed the Bill of 1895, but neither opposed the present Bill.

Mr. Rubinstein: The building societies are against it.

Mr. Lake said he was not able to quote an authority, and therefore accepted the statement as what Mr. Rubinstein believed. But, in considering the question, it was found impossible to get the building societies to act in organised form against the Bill. What happened was, that it was found that the time for argument had well-nigh ceased. Speaking as the whole legal profession, because the Council of the Incorporated Law Society had been assisted throughout and up to the last by a leading conveyancer, it was found that the arguments on one side and the other were practically unanswerable. There were a certain number of men who believed in the system of registration, and of making it compulsory; and a still larger number who were inclined to adopt registration of title, but could not make up their minds that it should be compulsory. In that state of affairs there were only two things to be done. Either the Bill must have been fought out in the House of Commons—and, having regard to the fact that the leaders of both parties were in favour, there would have been no chance of success—or that must have been done which was done, namely, an experiment must be tried to see whether the arguments as to failure or success were right. Argument could not decide the question, and it was necessary to have some trial in order to see whether or not the objectors or the supporters took the more correct view. What had to be done by those who had nothing to do with the Bill was to take care that there should be a *bonâ fide* experiment, that its period should be limited, that there should be sufficient time given to show whether, when brought into practical working, it was a success. All that had been done. Although there was power for the Queen to proclaim by Order in Council that the Act should apply to any county or part of a county, that could not take effect without the consent, or at least in opposition to the dissent, of the local governing body. The County Council had to consider the question, and if the circumstances of their county were such that to introduce the Act would be, in their opinion, a mistake, they had only to say so, and the Act did not give anyone, Queen or anyone else, power to override that decision. And that was not the only precaution. That order itself

must come before Parliament, and did not take effect until it was laid upon the table of the House for a certain number of days If, therefore, anyone thought the House of Commons had misconceived the position, the House of Commons and House of Lords would have opportunities enough of pointing that out, and moving in one or other of the Houses of Parliament. It was impossible to conceive an experiment which, even if it were the only precaution, could be more fair. But it went further than that. The district itself was limited, and the time was limited. The order which took effect was the first order—whether in London, or, if refused, whether anywhere else, it was the first order—and no further order could be made for a period of three years, giving a very sufficient time for seeing how the system worked, and whether the difficulties and delays, made so much of by the opener, really took effect or not. And those also were not the only precautions, because by this Act, differing in that respect from every previous Act passed on the the subject, all the rights of the legal profession of both branches were effectually protected, much more than under the ordinary system of conveyance at present. Because now, although it was provided that no other than a barrister or solicitor, or equally qualified person could prepare a deed, there were no means of enforcing that prohibition. All one could do was to go to Somerset House and endeavour to get the officials to take action. This clause was a repetition of the clause in the Stamp Act, under which alone the protection of the profession rested. By the Act that was made an offence punishable under the Summary Jurisdiction Act, and consequently any organised society, barristers or solicitors, in London or the country, had the thing in their own hands to enforce; and certainly the Incorporated Law Society had never shewn themselves behindhand in enforcing such a measure whenever they had had the opportunity. But that, again was not the only precaution. In this Act, as in none other on the subject, the rule-making committee, or at all events the committee by whose advise and sanction the rule is to be made, is to be a legal committee, the majority being legal members. Out of five one was a judge, one was nominated by the Bar, one was nominated by the Incorporated Law Society, the other two being the Registrar and some one nominated by the Board of Agriculture, presumably a landowner. Even that was not all. The fees had been so reduced as to be practically nominal. Let them take the County of London, supposing the Act to come into operation there. He would undertake to say that no one but a lawyer would know the difference either in cost or in time or in trouble between registering a possessory title at the registry and registering the same deed as he would have to do in Middlesex. It would cost him less, and it would not take him more time. Under the rules, which would no doubt be shortly issued, it would be hardly possible for more than forty-eight hours' delay to take place in registering a possessory title, and very rarely more than twenty-four hours. One could not get one's deeds in the Middlesex Registry in so short a time. He believed it was a fact that it used to take in the Middlesex Registry two clear days unless an expedition fee was paid, when the deed could be got on the second day.

Mr. RUBINSTEIN: It is the same now.

Mr. LAKE said that then his point was perfectly good. It would take less time to register a possessory title, all one was compelled to do, than to register the same in Middlesex. It would cost less unless the property was of considerable size. The fee, inclusive of registration, the new certificate, plans, and entry made on the register, would not exceed 1s. 6d. per cent. up to £1,000, and then it dropped to 1s. per cent. All these precautions surely were sufficient to justify those who thought, as he individually did, that registration of title was of itself a good thing, or that when Parliament came up to that state that, rightly or wrongly, it had determined to have some measure of this kind, surely with the precautions which have been taken in the Act, it was not an unreasonable thing to say, "With these conditions let this system, about which there is such diversity of opinion, have a fair and impartial and proper trial." All precautions had been taken to protect all interests, and the Act should be supported, if only on the grounds of its being an experimental Act and calculated to enable them to decide whether those who opposed the system of registration of title—and no one did so more than he had—or those who supported it were in the right. Mr. Rubinstein had spoken of the certificate of title, but he was under a misconception as to what that was. He said there would be absolutely no gain whatever; but there would be a good deal of gain. As a few years passed by there would be no inconsiderable gain—there would be no necessity for abstracts. They would not be required at all after a few years. No one asserted that they would be done away with at once, but so soon as the Statute of Limitations, in the sense solicitors habitually adopted it in practice, had operated (a title of twenty years) there would be no necessity whatever for going behind the certificate at all. Until that time, everyone who was not satisfied to start with a more recent certificate would have to inquire into the title as he did now, except that the time would be shortened. Because in practice twenty years was almost the extreme of title they were now in the habit of taking. But there was one more advantage. The registration of title did prevent one class of fraud which was very far from being rare. He meant the frauds which were brought about by the concealment of deeds. He had, perhaps, special opportunities of seeing that class of fraud, and it was the case, he was very sorry to say, for his own branch of the profession—but of course it was because solicitors had peculiar facilities for dealing with land of their clients, who very properly put confidence in them—it was the case that it did fall into their hands to have the opportunity of creating such frauds. He instanced a case where a solicitor had a lease which he mortgaged; he then forged a similar lease and mortgaged it, and so on four times. Each mortgagee thought he had a good security. That class of fraud would be wholly impossible in the case of a registered title. He did not suggest that there might not be other frauds that might arise on a registered title. He thought he put that as strongly as possible in his evidence before the Commission in 1895, but no system could be invented which was wholly free from the possibility of fraud. As for the fraud by which a purchaser put a large sum of money into a conveyance and sold it for double the amount and so on, that was a simple, gross, impalpable fraud; but that could be done, and he knew one instance of its having been done in this country. Where there were two men who were themselves fraudulent, the purchaser and vendor, and a solicitor was found to help them in the fraud, it could readily be carried out under the present system of conveyancing. It would be rather easier, indeed, because the purchase money was written out in letters and words which a man might be pardoned for not being able to read, whereas it appeared on the certificate in the left hand margin in plain figures. He was not inclined to think that there was such an enormous proportion of fraudulent people as Mr. Rubinstein would appear to suppose. He thought they would be very rare. Then Mr. Rubinstein had taken objection to the Act because, under present conditions, one had a number of deeds which the banker turned over to see what was in them. But that was provided for. He thought Mr. Rubinstein was in error in his interpretation. As he (Mr. Lake) read the section, the price would appear on every certificate, it was to appear on the first certificate, and on all transfers and charges, and he could not conceive any words much wider than the words used in that section. He thought that in practice it would be found that a man would take his one certificate, and be very glad to surrender all the others and have no trouble about keeping his deeds or anything else. But if he thought it to his advantage to have a series of certificates he could have them. There was in the Act, which there had never been before, a clause making it compulsory upon the Registrar to have no dealings with the land without the production of the certificate. Mr. Rubinstein had compared the system with the Torrens Act, but he was comparing two things which were essentially different. The Torrens Act knew nothing but the indefeasible title, and there must therefore be complete investigation and the boundaries made conclusive; and, therefore, in every case the property had to be re-surveyed, which of course meant considerable expense. The only other objection was upon one or two questions of construction; but he had never yet found an Act of Parliament upon which there was not an opportunity for dispute until the courts had decided the conflicting construction. Mr. Rubinstein had complained that the Act was not a consolidating Act. He was afraid they had all to make that complaint not only of the Land Transfer Act, but of all Acts. It arose from the exigencies of Parliamentary discussion. As a matter of fact, the consolidation of these two Acts was actually in draft now. Whether it would be brought in during the next or the following session he did not know, but no one was more alive to the defect of having to refer back than those who framed the Bill which became the Act of 1897. The whole of the law societies acquiesced in the view that it had come to the point that a compromise was necessary. The principal other point was, it was suggested, that because Lord Cairns had been against compulsion of title, therefore we ought not now to have compulsion, because he was a great conveyancer, whereas the Lord Chancellors responsible had neither of them had practice in conveyancing. But it must be borne in mind that when Lord Cairns was asked to make titles compulsory, titles were in a very different state from now. There were now no end of things in shortened Acts, and others which had greatly simplified titles, and made that possible which Lord Cairns was then satisfied was not either possible or desirable. His own view of the Act came to this, not arguing it on the question of registration of titles as against deeds, or the present system—the reason, principally, that he opposed the motion was that they had come rather to a parting of the ways, and it had come to be absolutely essential to have some sort of experiment. All he hoped was that they should all take care that that experiment was full and fair; that the area should be sufficient, and the business also. But why should it be made compulsory at all? He would tell them why he at least was satisfied that compulsion was absolutely essential. It was urged very strongly that a certain, steady flow of business should be insured, to see what the office could do under pressure, because it had been argued against the Bill that there would be a block, and that it would be impossible to transact the business, and that there would be great delays, and so on. It was said that if a district were given where the registry could estimate on fifty or sixty or two hundred dealings daily, a staff could be got together accordingly, and fees could be reduced almost to a nominal amount. That was what had been done. The authorities knew within a very little the number of deeds that were dealt with in the Middlesex Registry day by day. They knew also that these deeds came from the area which they were able to put under the compulsory system, and they could very easily, by separating from these settlements wills and mortgages, arrive at the number of dealings they would have, and from that they were able to deduce the cost and to reckon the fees, and no one could complain that the fees were not exceedingly reasonable, and very little more than nominal. He thought it was too late to oppose the system simply on the ground of its novelty. After all, to whichever branch of the profession they belonged, they were the servants, not the masters of the public. And if the public chose to be unreasonable, and were determined to have a trial of a certain system, it was the duty of lawyers—and he believed it would also be to their interest—that they should have that trial, and that lawyers did take care that what the public really wanted they should do their best to carry out. It might be that in the carrying of it out it would be shown that the system was unworkable. Personally, he believed it would be found to be successful. But the alternative would be far more serious. Suppose the Bill of 1895 had passed, under which the whole of England would have been put under the compulsory system at once, without any precautions, without local option, without precaution that what was done should be done by a trained body of men, without any opportunity of Parliament being again consulted, without any reduction of the fees, would not they have been in a very much worse position than now, when, by accepting the principle in the limited form in which the Act put it, they had secured by actual test and practice that the validity or invalidity of objections to the system should be tested, and that the public might have what they certainly

considered very desirable at present—namely, some sort of reform in the conduct of land conveyancing in England?

Mr. NEVILLE TEBBUTT thought it would be a comparatively costly and expensive matter to have a title registered, and therefore the system ought not to be forced upon any unfortunate set of landowners, even as an experiment.

Mr. W. J. BULL said he was a member of the sub-committee appointed by the London County Council to consider the matter. He could not help thinking that the Incorporated Law Society had not done their best for solicitors. Solicitors could not think otherwise than that this was a very large and dangerous experiment indeed. The County Council were dealers in property to the extent of about £2,000,000, but the conveyancing solicitor to the Council, who had been in his seat for thirty years, had only had one registered title through the office. He was not aware that the public had asked for this Act. The majority of the public did not understand the matter at all. A firm of solicitors at Brighton had sent to the London County Council a most appalling list of cases of difficulty which occurred in their practice, and asked what was to be done in these cases when the Act was in operation? The solicitor for the County Council had told him he should not bother about registering the land held by the Council unless he was compelled; they were not going to sell it. It seemed to him (Mr. Bull) that that would be the case with a great many landowners in London. Already the sub-committee of the Council had discovered a great many defects in the Act. They were considering whether it should be applied to the north-west part of the County of Middlesex in the County of London for the first part, to the east side of the county; secondly and thirdly, to the County of Surrey. It seemed to him it would be a source of difficulty if the Act was compulsory in one part of the county and not in another, and he could not help thinking that it would have been better if, instead of putting it before the wealthy County of London, where property of such enormous value was at stake, it had been tried on a smaller scale to start with.

Mr. S. E. HUBBARD spoke in opposition to the Act.

Mr. RUBINSTEIN, in reply, said the grounds of opposition were plain. Solicitors said the present system was workable and not extravagant, and satisfied the clients; and why they should try and compromise with people who did not understand anything about it, he could not tell. The Act had been brought into existence to a large extent by the agitation of people who knew absolutely nothing about the subject. It had been stated by one of these that the expenses of a sale of land for £10,000 amounted to £1,000. Under the scale the remuneration would be £7. These were the kind of agitators who were going about talking of long deeds and heavy expenses. Then it was suggested that solicitors were placing themselves in a strong position by allowing the compromise to come into operation, but it was not stated what was to be done with the registry office after the three years. There would have to be a big office and a large staff, in fact Mr. Lake had said it must be adequate to the work. It would be to the interest of the officials to fight for their existence, and no Government will then be able to dislodge them. They knew that Mr. Lake spoke with authority. He was accredited, with being a part author of the Act. He (Mr. Rubinstein) had been exceedingly pleased to be put right by Mr. Lake. It might be that the Act was one which required such an intimate knowledge as Mr. Lake possessed to understand it. He (Mr. Rubinstein) had misread it, and other people might misread it. Mr. Lake told them they were all wrong about this indefeasible title that practically they would not get.

Mr. LAKE: Not unless they ask for it.

Mr. RUBINSTEIN: But you won't get it if you ask for it, unless the Registrar goes through a forty years' title.

Mr. LAKE: I have got it in all my property, which is rather large. I got it at less expense than I should otherwise.

Mr. RUBINSTEIN ventured to think that the authorities knew Mr. Lake, and that they would have in him a friend. But he was talking of the average man, and he thought the ordinary individual would not be able to get an indefeasible title. Then Mr. Lake said that if they could not get an indefeasible title, they could get a qualified title; that would be worse than useless. Then he said they would get a possessory title, in other words, they must add an extra expense.

Mr. LAKE: Just as he would for registering in Middlesex; no more, rather less.

Mr. RUBINSTEIN said that Mr. Lake asserted that the fees would be nominal.

Mr. LAKE: That is provided by the Act.

Mr. RUBINSTEIN observed that the same office registered deeds in Middlesex. That was mere clerical work; but the time required was from ten days to a fortnight. How would the certificate be got out within twenty-four hours, as Mr. Lake had said would be the case?

Mr. LAKE: It is a much simpler matter.

Mr. RUBINSTEIN said that Mr. Lake told them the fees were absolutely nominal, less than in the Middlesex Registry, where, at present, five shillings was payable. But the Registrar would have to look at the deed and examine it and make plans and surveys. There was a section of the Act which provided that fees should be raised from time to time so as to produce an annual amount sufficient to discharge the salaries and other expenses, including the annual contribution to the insurance fund. Supposing these nominal fees did not produce sufficient, where was the money to come from?

Mr. LAKE: The Treasury. There is a provision for it.

Mr. RUBINSTEIN said that meant that the taxpayers of the country were to be mulcted for the experiment. If that was so, why not be frank and say so? Then the taxpayers had a right to have a voice in the matter.

Mr. LAKE: They have got it.

Mr. RUBINSTEIN asserted that then they did not know what they had got. He ventured to say the office could not be carried on at the nominal fees Mr. Lake had spoken of. When a man had obtained the possessory certificate, what had he got? They did not give up their deeds; they had got something additional to put on the title beyond the deed for twenty odd years. That was not generally understood to be the object of the Act. It was to simplify titles, not to increase the documents. He could not see where the advantage of the Act came in, quite the contrary. He said they would have to go to officials at every step and still have to produce their deeds and titles, with the addition that at every step they would have to say, "Has it been duly registered? Have you a possessory title?" And in these circumstances he thought he was justified in asking the meeting to carry the resolution.

The motion was then put; when six votes were given in its favour and ten against. It was accordingly lost by four votes. It should be stated that there was a much larger attendance, but only members of the society were permitted to vote.

THE SOLICITORS' MANAGING CLERKS' ASSOCIATION.

The following syllabus of lectures and papers for the session 1897-1898 has been issued. By the kind permission of the benchers of the Honourable Societies of Lincoln's-inn, Inner Temple, Middle Temple, and Gray's-inn, the lectures will be delivered in the lecture rooms of the Inns of which the lecturers are members. The chair will be taken at 7 p.m. precisely. Any questions or observations on the lectures must be reserved until the close, when, if time permits and it is desirable, a short discussion will be invited. The lectures are open to all the members of the association, and each member will be allowed to introduce friends connected with the legal profession. Non-members will be admitted on production of tickets or syllabuses, which can be obtained at the office of the association.

The Right Hon. Lord Justice Vaughan Williams will take the chair at the inaugural lecture on the 23rd of November.

The Right Hon. Lord Justice Chitty has kindly promised to be present, if possible.

1897.

Nov. 23.—Inaugural Lecture—"Contracts Implied by Law," by T. W. Wheeler, Esq., Q.C. (In Lecture Room A of the Inner Temple.)

Dec. 14.—Lecture—"Detinue under the Judicature Act," by J. G. Witt, Esq., Q.C. (In the Old Hall, Lincoln's-inn.)

1898.

Jan. 18.—Lecture—"Equitable Charges," by Alfred Hopkinson, Esq., Q.C., M.P. (In the Old Hall, Lincoln's-inn.)

Feb. 1.—Lecture—"Legal Cruelty" (Divorce), by J. A. Rentoul, Esq., LL.D., Q.C., M.P. (In the Lecture Room of the Inner Temple.)

Feb. 15.—Paper—"Trusts and the Trustee Acts," by R. Bramwell Davis, Esq., Q.C. (In the Lecture Room of the Inner Temple.)

March 1.—Lecture—"Practice of the Commercial Court and its applicability to Queen's Bench procedure generally," by J. A. Hamilton, Esq. (In the Lecture Room of the Inner Temple.)

Nov. 15.—Paper—"Some Doubtful Points on Company Law," by D. Stewart-Smith, Esq., LL.B. Lond. (In the Lecture Room of the Middle Temple.)

March 29.—Paper—"The Finance Acts, 1894-6," by J. Austen-Cartmell, Esq., M.A. (In the Old Hall, Lincoln's-inn.)

April 19.—Lecture—"Bankruptcy," by Alex. H. Carrington, Esq. (In the Lecture Room of the Inner Temple.)

May 3.—Lecture—"Bills of Sale," by Herbert Reed, Esq., Q.C. (In the Lecture Room of Grays'-inn.)

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the Bar on Wednesday:

LINCOLN'S-INN.—Called to the Bar this term.—Mark Beauchamp Peacock, jun., M.A., Trinity Coll., Oxford; Arthur Harold Mather, King's Coll., Cambridge; Arthur Melville Champernowne, of Christ Church, Oxford; George Dunston Timmis, B.A., Christ Church Coll., Oxford; Henry Herbert Riley-Smith, Toulston-lodge, Tadcaster; and Binod Chunder Mitter, B.A., B.L., Calcutta University.

INNER TEMPLE.—Thomas Lane Ormiston, B.A., Oxford; Thomas Woollcombe Barton O'Neal, B.A., Cambridge; Edward Hilliard, B.A., Oxford; Edgar George Storey, B.A., Cambridge; Samuel Henry Ramsden, B.A., Oxford; Ardeshir Kaikhoshru Cama, B.A., LL.B., Cambridge; Hon. Hubert George Lyulph Howard, Oxford; Edward Watkins Cave; John Felix Kershaw, B.A., Oxford; Edgar Hazell, B.A., Oxford; George William Heywood; Herbert Incledon Pilcher, B.A., Oxford; Robert Ellis; William Melville Foster, M.A., B.C.L., Oxford; Frank Shackleford, B.A., Oxford; Allan Stewart Ramsay; Wallingford Mendelson, Cambridge; Edward Aubrey Thomas, B.A., Oxford; Edward Wilfrid Fordham, B.A., Cambridge; Charles Frederick Rumboll, M.D., B.S., Durham; Henry Alwyn Bros, B.A., Oxford; and Thomas Clarke Pilling Gibbons.

MIDDLE TEMPLE.—Henry Francis Herford, London University; Alfred Charles Thomas, M.A., B.C.L., Exeter Coll., Oxford; Kashmiri Mull; William Caine, B.A., Oxford University; Sisir Kumar Mullick, B.A., Calcutta University; Baliol Edward Scott, B.A., University Coll., Oxford; Major Albert Farrar Gatliff, London University (J. J. Powell Prizeman); Douglass Horace Boggis-Rolfe; Nut Behari Chatterji; Frank Noel Keen, LL.B.; and Walter Herbert Baxter.

GRAY'S-INN.—Leonard William Bangley, B.A., Corpus Christi College, Cambridge; Henry De-Soberon, merchant, of Stretford-road, Manchester;

and William Stanley Varenne Cullerne, clerk to the Guardians of the Guildford Union.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Nov. 2.—Mr. Arthur E. Clarke in the chair.—The subject for debate was: "That this society disapproves as the 'Forward Policy' in India." Mr. Hamilton Fox opened in the affirmative, and Mr. A. Hildesheimer opened in the negative. The following members also spoke: Messrs. Haseldine Jones, R. H. Armstrong, G. G. Baily, R. A. Cordon, and E. A. Alexander. The chairman summed up.

Nov. 9.—Mr. Neville Tebbutt in the chair.—The subject for debate was: "A., the active partner in a firm consisting of himself and B. and C., two dormant partners, instructs D., a solicitor, to conduct an action for the recovery of a debt due to the firm. Whilst action pending the partnership is dissolved, and B. and C. retire from the business. D. then receives indirect notice of the dissolution, and learns for the first time of the existence B. and C., but B. and C. did not do anything to withdraw D.'s retainer. Are B. and C. liable to D. for the costs in the action incurred subsequently to the dissolution?" (see *Court* v. *Berlin*, 1897, 2 Q. B. 396). Mr. A. Dixon opened in the affirmative; Mr. F. H. Stevens opened, and Mr. E. W. Hales seconded, in the negative. The following members also spoke: Messrs. C. A. Anderson, C. Herbert-Smith, Hamilton Fox, Archibald Hair, Haseldine Jones, G. G. Baily, D. S. Cornock, and J. H. Bate. B. and C. were declared liable by 10 votes.

Nov. 16.—Mr. Archibald Hair in the chair.—The subject for debate was: "That this society approves of the minority report of the West India Royal Commission." Mr. A. F. C. Bolton opened in the affirmative; Mr. Charles A. McCurdy opened in the negative. The following members also spoke: Messrs. J. S. Wilkinson, G. W. Powers, John Blair, Hamilton Fox, Dr. Herbert-Smith, P. L. H. Canning, E. A. Alexander, and Neville Tebbutt. The motion was carried by five votes.

LORD ESHER'S FAREWELL.

On Monday last the Lord Chief Justice's Court was crowded with members of the profession desirous of shewing respect to Lord Esher. There were present on the bench, in addition to Lord Esher, the Lord Chief Justice, the Master of the Rolls, Sir Francis Jeune, Lord Justice A. L. Smith, Lord Justice Rigby, Lord Justice Chitty, Lord Justice Collins, Lord Justice Vaughan Williams, Mr. Justice Mathew, Mr. Justice Barnes, Mr. Justice Kennedy, Mr. Justice Bigham, Mr. Justice Darling, Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich, Mr. Justice Romer, and Mr. Justice Byrne.

The Attorney-General (the Bar standing), after referring to Lord Esher's career at the Bar, said: When, my lord, in 1868, you relinquished the high position of Solicitor-General to become one of the judges of the old Court of Common Pleas, there were not a few who thought that you had somewhat abruptly terminated what might have been a great Parliamentary or forensic career. But, my lord, a few months were sufficient to satisfy all that in undertaking the great responsibilities of a judge you were accepting the duties of an office which you were well qualified to fulfil. Many of us remember the great commercial years of prosperity and the Guildhall sittings unshorn of any of their ancient glory, and can remember the trial of many causes in which your lordship's business knowledge and acquaintance with commercial affairs came out in strong relief. Your translation to the Court of Appeal in 1876, and your selection as Master of the Rolls, following one of the quickest thinkers who has ever adorned the English Bench, are steps in your career which met with universal approval and approbation. I pause not to consider whether the twenty-nine years during which your lordship has occupied high judicial position is without precedent, but this I say, without fear of criticism, that from the day when your lordship first sat upon the bench until the day of your retirement your career has been one of continuous and increasing success. Your lordship made your court a tribunal for business men in which mercantile usages and mercantile customs were grasped and appreciated, and while you endeavoured to bring to bear to the case which you had to decide all the legal knowledge at your disposal, you never permitted any legal technicalities to interfere with what you believed to be substantial justice. We at the Bar have winced at times under the searching criticisms of our arguments—criticisms which led us to stand up, as your lordship would have wished us to stand up, against the interlocutory comments, for the moment perhaps adverse to the views which we were expressing on behalf of our clients. But your lordship's comments left no sting behind, and on reflection we felt that your great object was first to ascertain the facts, and then to endeavour to see that justice should be done. I have but one more word to say. There is one feeling to which expression must be given, and that is the conviction which has rested in the hearts of every member of the Bar of your constant and unswerving loyalty to our profession. Though you were far above us, you still wished to be one of us; you respected our wants and our aspirations; you have shared our joys and our sorrows. It is this feeling which made it impossible that you should be allowed to retire in silence; it is this feeling which will link you with us in the future as it has in the past; it is this feeling which will make you carry with you a wealth of good wishes of far more value than any feeble words in which I have expressed them; it is this feeling which makes it so difficult for me to say the word which can scarcely be uttered by friends—I mean, farewell.

Lord Esher, in reply, after a few jocular remarks, said: It is true that on the bench, when I was in the position of an officer on the quarter-deck, I had, and was obliged to give, occasionally, words of command; but the moment one leaves the deck one is nothing but a fellow-officer, and I have been nothing but a fellow-barrister with you always. It is in that character, therefore, that I desire to speak to you to-day. Now, next came to my mind what should be the tone which I should adopt. Shall it be the tone of sadness, as of a last dying speech and confession, or shall I say that which I feel—that I am as happy as a man can feel under the circumstances in which I now am? I have been a judge assisted by you all, by most of you who are here present, by almost all the profession, for twenty-nine years and some months. I believe myself it is the longest period ever known during which a judge has sat on the bench as a judge. I believe so; but I am not quite sure. I have ceased to be a judge, and the Queen has given me an unusual mark of approval, and that mark and your presence here to-day, and saying what you have said, have made me not only happy, but happy as a man can possibly be. You have mentioned the mode in which, or the circumstances under which, I became a judge. Well, all I will say to all of you is this—I became a judge because I had made up my mind and will from the beginning that I would be a judge. But do not suppose that I had no checks, and that there were not occasionally times when I thought that I was what people call passed over, which never really exists, as there is nothing to pass over, because we are all equals; but what I said to myself was, "Never mind, this is but a check, but I will go on and I will get to the top if it is possible to do so." I recommend that to you all. I may say this as to my own method since I was a judge—I feel confident that never on any one single occasion at any period of my judicial career have I done anything except try, from the beginning of each case until it was ended, to get at the truth of the matter. I have never allowed my attention to be called to anything else in court. I have listened to witnesses; I have listened to arguments, and I have tried to test them and to consider them as they went on; and my great desire was, first of all, to come to a right determination as to what was the truth of the case in respect of which the parties were in dispute. I speak, of course, of civil actions. I have never been an enemy to the preliminary mode of investigation before the case comes into court. I have been a supporter of the means by which the parties can bring themselves to the real issue. I think that those means are sometimes, and not seldom, abused; that people will take objections and ask questions and insist on rights which are not wanted in the particular case. But, however that may be, when once the case has come into court, my desire and effort have been to get at what is the true state of things; and whether there has been a proper compliance with the preliminary steps at that moment has become entirely immaterial. I never could bring myself to think that a judicial tribunal ought to allow a person's rights to be overthrown because there had been some mistakes made in the preliminary steps or investigations by those who were his advisers. Well, having got, as I have tried to get, at the true facts of the case, I then had to consider what was the law. I am speaking, as I have said, of civil actions and disputes between parties. The duty of the judge is to find out what is the rule which people of candour and honour and fairness in the position of the two parties would apply in respect to the matter in hand. That is the common law of England, and there is no other law. It is not only the common law, but if we go to equity it is the same thing. The law of England is not a science; it is a practical application of the rules of right and wrong to the particular case before the court. And the canon of law is that that rule should be adopted and applied to the case which people of honour and candour and fairness in such a transaction would apply each to the other. Now, if that be so, if any supposed rule of law is put forward which would prevent the rule of right being applied, the supposed rule of law must be wrong; and if it ever be alleged that the law will prevent the truth being established and oblige the court to say that that is not true which is true—if ever any such rule of law is attempted to be put forward it must be wrong, and I have always said so. Now, what the rules of right and wrong in the particular case are must be determined in each particular case; but nobody can have read the reports of decisions of great judges from the earliest times in England without trying to find in those reports the mode and manner in which those judges have stated the rule of conduct of the court, and that is what is called authority. But no decision—at least, in my opinion—of any judge as to the rule of law other than in an Act of Parliament can compel any court now to say that they were prevented from deciding that to be true which was in reality true; there is no such thing in the law as a rule which says that the court shall determine that to be true which the court believes and knows to be untrue. Now, those being the rules of conduct which I have laid down for myself, I have tried to carry those rules through. I have been assisted, as you must all know, by judges sitting with me, whose aid has been to me inestimable. I have been fortunate enough to retire, as I may say, with a mark, an unusual mark, given to me—a mark which I think has never been given to any judge for mere legal conduct since the time of Lord Coke. I have received that mark from the Queen, and that mark can leave nothing for me to wish. I now have received from you this kind greeting, and I have only one painful word, as the Attorney-General has said, to use from beginning to end, and that is to say to all of you, Good-bye.

Lord Esher then bowed to the Bar, and, having shaken hands with some of the judges, retired.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[Advt.]

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 11th day of November, 1897.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby Order that the Actions mentioned in the Schedule hereto be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice Kekewich (1897—G.—No. 1,530).

In re Galloway, Matthews and Company Limited
Charles Lyon Markham Pearson v Galloway, Matthews and Company Limited.

Mr. Justice Kekewich (1897—G.—No. 1,552).

In re Galloway, Matthews and Company Limited.
Henry Frederick George Weber v Galloway, Matthews and Company Limited.

Mr. Justice Kekewich (1897—G.—No. 735).

In re Galloway, Matthews and Company Limited.
Henry Frederick George Weber v Charles Lyon Markham Pearson and another, and Galloway, Matthews and Company Limited.

Mr. Justice Kekewich (1897—S.—No. 366).

In the Matter of The Victory Cycle Manufacturing Syndicate Limited.
Harry Lindsay Savory v The Victory Cycle Manufacturing Syndicate Limited.

HALSBURY, C.

LEGAL NEWS.

OBITUARY.

The death is announced on the 10th inst. of Mr. JOHN WRIGHT, the Registrar of the Bloomsbury County Court, at the age of sixty-three years. Mr. Wright was admitted in 1859, and had been Registrar at Bloomsbury for nearly thirty-two years. His ability in the discharge of his duties gained for him well-deserved popularity.

APPOINTMENTS.

Mr. Justice RIDLEY, Mr. BOUSFIELD, Q.C., M.P., and Mr. BOYDELL HOUGHTON have been elected Benchers of the Honourable Society of the Inner Temple.

The Honourable JOHN AUGUSTUS DE GREY, barrister, has been appointed Recorder of King's Lynn, in the place of Mr. Carlos Cooper, deceased.

Mr. MORTON WILLIAM SMITH, barrister, has been appointed Recorder of Rochester, in the place of Mr. Justice Channell.

Mr. JOSEPH WALTON, Q.C., has been elected Vice-Chairman of the Bar Council, in the place of Mr. Justice Channell.

Sir HOWARD ELPHINSTONE, Bart., has been appointed to represent the Bar Council upon the Rule Committee under section 22 (2) of the Land Transfer Act, 1897.

Mr. JOHN ELDON BANKES, barrister, has been appointed Junior Common Law Counsel to the Office of Woods.

GENERAL.

At the opening of the Manx High Court on Monday the Clerk of the Rolls made a sympathetic allusion to the resignation of Sir W. L. Drinkwater, the First Deemster. He had occupied a seat on the Bench for a period of time unexampled in the annals of the country, and they all knew how he had fulfilled the arduous duties connected with it. His retirement had called forth expressions of regret from the Legislature, from the bench, from the bar, and from the general public such as no other event in our time had called forth. The cause was not far to seek. Mr. Ring, on behalf of the Bar, said that they were all of one mind with his Honour and reciprocated the sentiments which he had expressed.

A correspondent of the *St. James's Gazette* says that O'Connell was counsel in a case before Lord Norbury, who, it will be remembered, had been one of the old school of fire-eating barristers in Ireland, and when raised to the Bench reminded his Bar of this by observing that he hoped to give satisfaction to them on the bench, and off if necessary. In the course of O'Connell's argument, Lord Norbury, who evidently was not in best of humours, interrupted him several times somewhat unnecessarily, and at last O'Connell paused in his argument and said, "I am afraid that your lordship does not apprehend me"; whereupon Lord Norbury retorted, "Then the fault must be mine, for there is no one in Ireland who can be so easily apprehended when he wishes it as Mr. O'Connell."

The Council of Legal Education will shortly consider the appointments of the readers in the law of real and personal property and conveyancing, common law, equity, evidence, procedure and criminal law, constitutional law and legal history, Roman law, jurisprudence, and international law; and the assistant readers in the law of real and personal property and conveyancing, common law, equity, Roman law, jurisprudence, and international law. The council will be glad to receive, not later than Monday, the 22nd of November, at the office of the council, Lincoln's-inn Hall, the names of any gentlemen who are desirous of being appointed, together with any testimonials they may wish to submit to the council.

There have been a host of corrections of Lord Esher's notion that he had served longer than any judge. Correspondents of the *Times* point out that Lord Mansfield surpassed him by four years, having presided over the Court of King's Bench for upwards of thirty-two years, 1756-1788, and continuing to exercise the office of Lord Chief Justice until the age of eighty-four; that Mr. Justice Heath (known as "Plain John Heath," because he refused knighthood) was appointed a Judge of the Common Pleas on the 19th of July, 1780, and sat till his death on the 16th of January, 1816, over thirty-five years; that Robert Price, appointed a Baron of the Exchequer in 1702, died a Justice of the Common Pleas in 1733; and Sir Thomas Parker, who was made a Baron of the Exchequer in 1738, resigned the Chief Baronship in 1772.

On the 16th of November, being the grand day of Michaelmas Term, the treasurer (Mr. Mattinson, Q.C.) and benchers of Gray's-inn entertained at dinner the following guests—viz., His Royal Highness Prince Christian, K.G., the Master of the Rolls (the Right Hon. Sir Nathaniel Lindley), Colonel the Hon. Charles Eliot, Lord Justice Henn Collins, Mr. Justice Bigham, Mr. Justice Darling, the Attorney-General, Sir Henry H. Howorth, K.C.I.E., M.P., the President of the Incorporated Law Society (Mr. William Godden), His Honour Judge Snagge, the Governor of the Bank of England, Mr. Verey, and Mr. Crackanthorpe, Q.C. The benchers present in addition to the treasurer were Master the Right Hon. Lord Ashbourne (Lord Chancellor of Ireland), Master the Right Hon. Lord Shand, Master Hugh Shield, Q.C., Master Bowen Rowlands, Q.C., Master James Sheil, Master Beetham, Master Rose, Master His Honour Judge Paterson, Master Mulligan, Q.C., Master Lewis Coward, Master Macaskie, Master Lush, Master Dicey, C.B., Master Barnard, and the Preacher (the Rev. J. H. Lupton, D.D.).

On the 11th inst. the University of Cambridge conferred the degree of LL.D. (*honoris causâ*) upon the Lord Chief Justice of England. Subsequently the Vice-Chancellor entertained a distinguished party of the legal profession in the hall of Downing College. The Lord Chief Justice, in replying to the toast of his health, said that the gathering of that night between the University and the profession of the law was, to his mind, most appropriate. He referred principally to the part of the curriculum which had to do with the teaching of the law itself. He did not say for one moment with regard to the University that it had not done a great and useful work in the teaching of the law from its scientific aspects, but he must say, and he was old enough to say, that the state of legal education in this country was not what it ought to be. He spoke for himself, and he still cherished the hope that it would be in their time that there would be a great school of law established in London, not in conflict but running harmoniously with the sister Universities, so that the study of the law might be scientifically treated for the benefit of those who desired to take up the profession. Until something like that was arrived at he maintained that they would never have that class of jurists which other countries could boast of. The profession of a barrister was one which had many privileges, and one to which there were many offices open. In fact, a barrister of seven years' standing was eligible for the highest position in the country. Having regard to that, could they continue to claim those exceptional privileges except by showing to the world that the men who claimed to possess those privileges had a just right to possess them by the means of their superior attainments?

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Nov. 22	Mr. Farmer	Mr. Beal	Mr. Rolt
Tuesday 23	King	Leach	Godfrey
Wednesday 24	Farmer	Beal	Rolt
Thursday 25	King	Leach	Godfrey
Friday 26	Farmer	Beal	Rolt
Saturday 27	King	Leach	Godfrey
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, Nov. 22	Mr. Jackson	Mr. Pemberton	Mr. Pugh
Tuesday 23	Carrington	Ward	Lavie
Wednesday 24	Jackson	Pemberton	Pugh
Thursday 25	Carrington	Ward	Lavie
Friday 26	Jackson	Pemberton	Pugh
Saturday 27	Carrington	Ward	Lavie

BIRTHS, MARRIAGES, AND DEATHS.

DEATH.

LAWSON.—Nov. 12, at 33, Springfield-road, St. John's Wood, Archibald Scott Lawson, of 22, Essex-street, Strand, solicitor, aged 75.

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Nov. 23.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Estates at Brentwood, Essex; to be sold in 16 Lots, embracing in all 450 acres, with old Mansion House and Cottage Property. Solicitors, Messrs. Hawks, Stokes, & McKewan, London. £18,700 Four-and-a-half per Cent. Debenture Stock of the Kingsbury Brewery Co.; also Short Leasehold Investment in the City of London. Solicitors, Messrs. FitzHugh, Woolley, Baines, & Woolley, of Brighton. (See advertisements, Nov. 6, p. 23.)

Nov 26.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Investments producing £650 per annum, secured upon Properties at Sidcup, &c. Solicitors, Messrs. Lumley & Lumley, London. (See advertisement, Nov. 6, p. 22.)

RESULTS OF SALES.

At Messrs. H. E. FOSTER & CRANFIELD'S Monthly Property Auction, held at the Mart, on Wednesday last, a Freehold Ground-rent of £50 16s. 8d. per annum, being one-

twelfth of a sum of £370 per annum, secured on 81 shops and houses at Chelsea, was sold for £1,890, which works out at a little under 60 years' purchase. At the same time they also disposed of a Profit Rental of £50 per annum for five years on the business premises, No. 18, Tottenham Court-road, for £150.

The above firm also held their 607th Periodical Sale of Reversions, Life Policies, &c., on Thursday last, at the Mart, E.C., when the following were the Lots Sold:—

		£	s.	d.
REVERSIONS:				
Absolute to £12,000 Cash; life aged 60	Sold	6,925	0	0
Absolute to 328 Cumulative Preference Shares of £10 each in John Fowler & Co., Leeds; life 67	,,	1,160	0	0
LIFE INTEREST:				
In about £730 per annum	,,	5,900	0	0
RENT-CHARGE IN POSSESSION:				
Of £200 per annum, &c.	,,	3,050	0	0
POLICIES OF ASSURANCE:				
For £1,500; life 72	,,	1,280	0	0
For £5'0; life 69	,,	270	0	0
For £600; life 72	,,	200	0	0

The total of the sale amounted to £18,885.

WINDING UP NOTICES.

London Gazette.—Friday, Nov. 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Church Street (South Shore) Land Syndicate, Limited—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Thomas Forrester, 15, Withnell rd, South Shore, Blackpool. Hardman, Blackpool, solor to liquidator

Coolgardie Central, Limited—Petn for winding up, presented Nov 10, directed to be heard on Nov 24. Beall & Co, Throgmorton House, Copthall avenue, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 23

Deburgo Spring Wheel Co, Limited—Petn for winding up, presented Oct 25, directed directed to be heard on Nov 24. Ward & Co, 85, Gracechurch st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 23

First Mortgage Debenture and Securities Corporation, Limited—Creditors are required, on or before Dec 16, to send in their names and addresses, and the particulars of their debts or claims, to Arthur James Sellars, 48, Copthall avenue

Geo. G. Rutty, Limited (in Liquidation)—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to Robert William Bilby, 9, Bucklersbury. Fanshawe, 25, Bucklersbury, solor to liquidator

New Queen Gold Mining Co, Limited—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Mr James Durie Pattullo, 71 and 72, King William st. Davidson & Morrias, 40 and 42, Queen Victoria st, solors to liquidator

North of Europe Gas Light and Coke Co, Limited—Creditors are required, on or before Wednesday, Dec 8, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Hay, 9, Lincoln's inn fields. Tuesday, Jan 11, at 12, is appointed for hearing and adjudicating upon the debts and claims

Peat Industries Syndicate, Limited (in Liquidation)—Creditors are required, on or before Nov 24, to send in their names and addresses, and the particulars of their debts or claims, to H. Underwood, 15, Walbrook

Seine and Mersey Steam Ship Co, Limited—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to William Crossman Spencer, 41, North John st, Liverpool. Collins & Co, Liverpool, solors for liquidator

"St. Denis" Steam Ship Co, Limited—Creditors are required, on or before Dec 13, to send in their names and addresses, and the particulars of their debts or claims, to William Crossman Spencer, 41, North John st, Liverpool. Collins & Co, Liverpool, solors for liquidator

"St. George" Steam Ship Co, Limited—Creditors are required, on or before Dec 13, to send in their names and addresses, and the particulars of their debts or claims, to William Crossman Spencer, 41, North John st, Liverpool. Collins & Co, Liverpool, solors for liquidator

Tredegar Coffee Tavern Co, Limited—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to Thomas Philip Pugh, J.P., Morgan st, Tredegar, solor to liquidator

FRIENDLY SOCIETIES DISSOLVED.

Loyal Edward Lodge, Merthyr Unity Philanthropic Institution, Windsor Hotel, Ynysbwl, Pontypridd, Glam. Nov 3

St. Peter's Presbyterian Friendly Benefit Society, Union Presbyterian Church, Fountain rd, Liverpool. Oct 20

London Gazette.—Tuesday, Nov. 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

Braumont & Heathcote, Limited—Creditors are required, on or before Wednesday, Dec 22, to send their names and addresses, and the particulars of their debts or claims, to Lonsdale Broderick, 104, King st, Manchester. J. & E. Whitworth, Manchester, solors for liquidator

Edmonson's Mashona Co, Limited—Creditors are required, on or before Monday, March 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. Lydstone Joseph Langmead, 23, College hill, London. Monday, March 28, at 12, at the chambers of the Registrar, Companies (Winding up), is appointed for hearing and adjudicating upon the debts and claims

John Wagstaff & Co, Limited—Petn for winding up will be heard on Friday, Dec 3. Emmet & Co, 14, Bloomsbury sq, agents for Robert Innes, Manchester. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 2

New South Wales Assurance Corporation, Limited—Creditors are required to send in particulars of their debts or claims, on or before Jan 15, to J. H. Bowes and F. H. Johnson, Equitable Building, George st, Sydney, N.S.W.

Nottingham Operative Tailors' Co-operative Society, Limited—Creditors are required, on or before Dec 15, to send in their names and addresses, and particulars of their debts or claims, to William R. Hamilton, 4, Bridlesmith gate, Nottingham

Scott's Standard Pneumatic Tyre Co, Limited—Creditors are required, on or before Jan 1, to send in their names and addresses, and the particulars of their debts or claims, to Ward & Co, 7, King st, Cheapside, solors for liquidators

T. B. Harrison & Co, Limited—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury

1897 Jubilee Sites Syndicate, Limited—Creditors are required, on or before Dec 28, to send in their names and addresses, and the particulars of their debts or claims, to Henry Charles Wilson, 1, West st, Finsbury circus. Board, 6, King st, Cheapside, solor for liquidator

FRIENDLY SOCIETIES DISSOLVED.

Brailes Labourers' Friendly Society, Girls' Schoolroom, Upper Brailes, Shipston-on-Stour, Warwick. Nov 3

Mechanics' Friendly Tontine Society, 172, Richmond row, Liverpool. Nov 10

Rouse Lench Friendly Society, Wheelbarrow and Castle Inn, Radford, Rouse Lench Worcester. Nov 10

Spittlegate United Brothers, White Lion Inn, Spittlegate, Grantham, Lincoln. Nov 3

St. Paul's Lodge, United Free Gardeners' Friendly Society, Crown Hotel, Holmfirth, York. Nov 3

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, Nov. 2.

Beck, Charlotte, South Norwood Nov 26 Leader, St Paul's churchyard

Blakemore, Joseph, Wolverhampton Nov 15 Court & Perry, Wolverhampton

Chick, Edward, Sidmouth, Devon Nov 29 Hargrove, Austin Friars

Cooper, George Chester, Addlestone, Surrey Dec 9 Johnson & Master, Theobalds rd

Coverdale, Henry, Kingston upon Hull Dec 8 Coverdale, Kingston upon Hull

Davy, Francis, Riversmeet, Topsham, Devon Nov 30 Ford & Co, Exeter

Dickinson, Sarah Northing, Sutton, Surrey Nov 22 Kerby, Lancaster place, Strand

Duce, John, Dewsbury, York, Butcher Nov 28 Dwyer, Dewsbury

Freeman, Frances Augusta Williams, Whitchurch, nr Pangbourne, Oxford Dec 10 Rooper & Whately, Lincoln's inn fields

Gibson, Rev Robert Bowness, Hampstead Dec 13 James & James, Ely pl, Holborn

Goldschmidt, Emil, Port Elizabeth, Cape of Good Hope, Merchant Dec 15 Hollams & Co, Mincing lane

Greaves, Edward Patrick, Teddington Dec 1 Fishers, Essex st, Strand

Hanson, Mary, Camberwell Dec 1 J J Chapman, Gray's inn sq

Hepworth, Sophia Forster, Hampstead Dec 13 James & James, Ely pl, Holborn circus

Hilditch, Charles, Audley, Stafford Nov 6 Sproston, Newcastle under Lyme

Houghton, Edward, Blackburn Dec 11 Needham, Blackburn

Jackson, Ann, Scarborough Dec 1 Watts & Co, Scarborough

Jackson, Thomas, Scarborough Dec 1 Watts & Co, Scarborough

Jefferies, Edwin, East Ham Dec 1 Fussell & Co, Bristol

Knight, William, Bagshot, Surrey, Licensed Victualler Dec 4 Durham & Co, Kingston on Thames

Maddock, Elizabeth Mary, Audley, Stafford Nov 6 Sproston, Newcastle under Lyme

Moore, Elizabeth Ann, Wimbledon Nov 20 Wm Edwin & Son, Borough High st

Nixon, Henry, Yarra Bend Asylum, nr Melbourne, Victoria March 31 Brockbank & Co, Whitehaven

Onslow, Arthur Edward Mainwaring Ellerker, Old Alresford, Hants Nov 30 Shield & Mackarness, Alresford

Phillips, William Green, Manchester Dec 2 Cobbett & Co, Manchester

Pick, William, Leeds, Chemist Dec 16 Wilkinson & Garland, Leeds

Reading, Edward, Priors Marston, Warwick, Farmer Dec 31 Pellatt, Banbury, Oxon

Sharpe, Marcus, Dover Jan 1 Townsend & Sharpe, Gray's inn sq

Stone, Elizabeth Simpson, Norwich Dec 1 Simpson, Durham villas, Phillimore gardens

Sykes, Thomas Eley, Forest hill Dec 1 Francis & Crookenden, New sq, Lincoln's inn

Syms, Dorcas, Surbiton hill, Surrey Nov 26 White & White, Court house, Epsom

Tetley, Joseph, Birmingham Dec 2 Bickley & Lynex, Birmingham

Thorn, Alexander, Putney Dec 2 G S & H Brandon, Essex st, Strand

Trafford, Tott Walker, Lincoln, Farmer Nov 9 Hayes & Fox, Brigg

Williams, George, Birmingham, Clerk Nov 20 Coley & Coley, Birmingham

Wilson, Samuel, Warrington Nov 20 Jenkins & Co, Warrington

Wise, Maria, Grosvenor st, Berkeley sq Dec 11 Fraser & Son, Southampton st, Bloomsbury

London Gazette.—Friday, Nov. 5.

Boyle, Robert, Buninyong, Victoria Dec 2 St Barbe & Co, Delahay st, Westminster

Briddon, Ann, Somercotes, nr Alfreton, Derby Dec 10 Eking & Wyles, Nottingham

Browning, Thomas, Duke st, St James Dec 6 Hy C Lambert, Queen Victoria st

Butler, James Isaac, Vincent sq, Westminster Dec 3 Yeilding & Co, Vincent sq

Churton, Ellen, Southborough, Kent Dec 13 Baileys & Co, Berners st

Cockburn, Emma Georgiana Elsanor, Elvaston pl, Queen's gate Nov 23 Dimond & Son, Wimpole st

Cocks, Mary Ann, Turnham Green Nov 16 Hinds & Son, Goudhurst

Crompton, George Frederic, St George's rd, Eccleston sq Nov 23 Dimond & Son, Wimpole st

Cross, Hannah Ellen, Heaton, nr Bolton Dec 11 Broadbent & Heelis, Bolton

Darlington, John, Old Broad st Dec 10 Harries & Co, Nicholas lane

Dyer, Rosa, Gravesend Dec 22 Bewley, Gravesend

Eastwood, Rebecca, Bury Dec 1 Openshaw, Bury

Eking, William George, Nottingham Dec 10 Eking & Wyles, Nottingham

Fox, Henry, North Acton Dec 18 W A Brown, Lincoln's inn fields

Hamilton, Elizabeth, Welwyn, Hertford Dec 1 Hawkins & Co, Hitchin, Herts

Hamilton, James, Welwyn, Hertford, Valet Dec 1 Hawkins & Co, Hitchin, Herts

Hawkins, The Rev Canon Edward, Newport Dec 15 Ward & Co, Newport, Mon

Heinemann, Louis, Dresden Jan 14 Hollams & Co, Mincing la

Heylin, Joseph George, West Hampstead Dec 14 North, Kensington

Hunt, John, Penketh, Lancs, Nurseyman Dec 13 Robert Davies & Co, Warrington

Irving, Maria, Liverpool Jan 6 Harrison & Burton, Liverpool

Jeffes, Henry, Newport Dec 20 Lloyd & Pratt, Newport, Mon

Littlewood, Charles, Middlestown, nr Wakefield Dec 3 Lister & Co, Wakefield

Liversidge, William George, Sheffield, Chemist Jan 1 Alderson & Co, Sheffield

Lloyd, Eleanor, Penge Dec 21 Layton & Co, Budge row

Lloyd, George, Luce, nr Leominster Nov 15 Poundley, Bishop's Castle, Salop

Lowth, Francis, Notting hill Dec 25 William Webb & Co, Essex st, Strand

Lynes, Rev John, Weymouth Dec 21 Andrews & Co, Weymouth

McMahon, Francis Yorke, King st, St James Dec 14 Worrell & Son, Coleman st

Martin, Cecil Septimus Trice, Port Elizabeth, South Africa, Book-keeper Dec 15 Lincoln, Mark lane

Montagson, Henry Edward, Duke st, St James Dec 15 Prior & Co, Lincoln-inn-fields

Nicol, Rebecca, Ennis, Texas Nov 19 Chambers, Denton, nr Manchester

Oates, Ben, Mirfield, York, Boat Owner Dec 6 Wilson, Mirfield

Oates, William, Mirfield, York, Boat Owner Dec 6 Wilson, Mirfield

Ord, Sarah, Clifton, Glos Dec 8 Wells & Hind, Nottingham

PICKERING, ALFRED, Sydenham, Tailor Dec 20 Edell & Gaskon, King st
RENDALL, Rev HENRY, Upper Norwood Dec 8 Sutton & Co, Gt Winchester st
ROBINSON, GEORGE, Gosshill, Lincoln, Yeoman Feb 14 Nowell & Co, Barton on Humber
SKINNER, THOMAS, Marlborough, Wilts Nov 30 Dixon, Pewsey
SMITH, CHARLES, Sheffield Dec 4 Watson & Co, Sheffield
TAYLOR, Mrs MARY, Highbury Dec 3 Merriman & Co, King's Bench walk
UNWIN, ESTHER, Coggeshall, Essex Dec 18 Beaumont & Son, Coggeshall
VILE, CHARLES EVERY, Hatch, Beauchamp, Somerset, Innkeeper Dec 8 Goode, North Curry, Taunton
WOODMAN, JAMES, Hove, Sussex Dec 24 Hardwick, Brighton
YOUNG, RICHARD, Matlock Moor, Derby Dec 1 Potter, Matlock Bridge
ZINCK, HENRI, Notting Hill Dec 6 Brash & Co, Queen Victoria st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 12.

RECEIVING ORDERS.

AMEY, TOM, Leicester Leicester Pet Nov 8 Ord Nov 8
BALE, THOMAS BROOK, Blaengarw, Glam, Grocer Cardiff Pet Nov 6 Ord Nov 6
BARCLAY, H J, Sydenham High Court Pet Sept 20 Ord Oct 11
BAWDEN, WILLIAM, Camborne, Cornwall, Farmer Truro Pet Nov 8 Ord Nov 8
BEGGLEMYER, JOSEPH WILLIAM, Oxford st, Tailor High Court Pet Oct 18 Ord Nov 9
BLACKMAN, JAMES HENRY, Hove, Sussex Brighton Pet Nov 8 Ord Nov 8
BRAMWELL, JOHN, Nottingham Nottingham Pet Nov 9 Ord Nov 9
BULMER, WILLIAM, Selby, Potato Dealer York Pet Nov 9 Ord Nov 9
CART, JOHN, Birmingham, Cattle Dealer Leicester Pet Nov 8 Ord Nov 8
CHARLES, JAMES, Aldersgate st, Fancy Goods Dealer High Court Pet Oct 2 Ord Nov 8
CLARK, CHARLES STANLEY, Great Clacton, Essex, Butcher Colchester Pet Nov 9 Ord Nov 9
COOKE, ROBERT, Plymouth, Dairyman Plymouth Pet Nov 9 Ord Nov 9
COOPER, RICHARD, Croydon, Solicitor Croydon Pet Nov 10 Ord Nov 10
CROOK, HENRY CHARLES, Great Clacton, Essex Colchester Pet Nov 9 Ord Nov 9
GREGORY, GEORGE WILLIAM, Ashbourne, Derbys, Grocer Burton on Trent Pet Nov 8 Ord Nov 8
HOLLAND, WILLIAM HENRY, Leicester Leicester Pet Oct 25 Ord Nov 8
HUTCHINSON, LYDIA, Liversedge, York Dewsbury Pet Nov 9 Ord Nov 9
IMPERIALI, DOROTHY, Dover, Hotel Proprietress Canterbury Pet Oct 20 Ord Nov 6
JENKINS, THOMAS, Ferndale, Glam, Colliery Fireman Pontypridd Pet Nov 9 Ord Nov 9
LAVER, JOHN ATKINS, Southend, Farmer Chelmsford Pet Oct 12 Ord Nov 5
MCCANN, JOSEPH FREDERICK, St John's Wood, Fishmonger High Court Pet Nov 8 Ord Nov 8
MARTIN, JOSEPH HENDERSON, Leicester, Surgeon Leicester Pet Nov 8 Ord Nov 8
MASON, ROBERT FARRER, Milford Haven, Solicitor Pembroke Dock Pet Oct 25 Ord Nov 10
MAYGER, FREDERICK JEANS, Bournemouth, Provision Factor Poole Pet Nov 9 Ord Nov 9
MOORE, WILLIAM, Mountain Ash, Glam, Fruiterer Aberdare Pet Nov 9 Ord Nov 9
NEWMAN, WOOLF, Manchester, Picture Dealer Manchester Pet Nov 8 Ord Nov 8
PICK, WILLIAM, Bradford, Carrier Bradford Pet Nov 10 Ord Nov 10
RAGGETT, GEORGE WILLIAM, Landport, Grocer Portsmouth Pet Nov 6 Ord Nov 6
RUTHERFORD, GEORGE, Sunderland, Commission Agent Sunderland Pet Nov 8 Ord Nov 8
SANDERSON, HERBERT, Leeds, Joiner Leeds Pet Nov 9 Ord Nov 9
SEGGER, ISAAC, Darlington, Draper's Porter Stockton on Tees Pet Nov 8 Ord Nov 8
SERMAN, FRANCIS GEORGE, Bourton on the Water, Glos, Printer Cheltenham Pet Oct 25 Ord Nov 9
SMITH, CHRISTOPHER, Malvern Link, Worcester, Boot Maker Worcester Pet Nov 6 Ord Nov 6
SWANN, ANN, Nottingham, Greengrocer Nottingham Pet Oct 26 Ord Nov 8
THACKER, WILLIAM, Leicester, Shoe Mercer's Foreman Leicester Pet Nov 8 Ord Nov 8
THORNE, A, and S THORNE, Brasted, Kent, Butchers Tunbridge Wells Pet Oct 19 Ord Nov 8
WALKER, JOSEPH, Kingston upon Hull, Baker Kingston upon Hull Pet Nov 8 Ord Nov 8
WALSH, JOHN LAWRENCE, Liverpool, Company Promoter Liverpool Pet June 17 Ord Aug 10
WATERHOUSE, JAMES WILLIAM, Urmston, nr Manchester, Baker Manchester Pet Nov 9 Ord Nov 9
WYNNSTANLEY, HENRY, Newport, I of W, Licensed Victualler Newport Pet Nov 10 Ord Nov 10
YULES, ISAAC, Leeds, Wholesale Clothier Leeds Pet Nov 9 Ord Nov 9

Amended notice substituted for that published in the London Gazette of Oct. 29:

SELBY, GEORGE WILLIAM COLEMAN, Ightham, Kent, Farmer Tunbridge Wells Pet Oct 25 Ord Oct 25

FIRST MEETINGS.

AMEY, TOM, Leicester Nov 19 at 3 Off Rec, 1, Berridge st, Leicester
BARCLAY, H J, Sydenham Nov 19 at 12 Bankruptcy bldgs, Carey st
BAYMAN, SAMUEL, Amroth, Pembroke, Grocer Nov 20 at at 12.30 Off Rec, 4, Queen st, Carmarthen
BAWDEN, WILLIAM, Camborne, Cornwall, Farmer Nov 20 at 10 Off Rec, Boscawen st, Truro
BLEWETT & SON, Plymouth, Stock Brokers Nov 23 at 11 10, Athenæum ter, Plymouth
BLACKMAN, JAMES HENRY, Hove Nov 19 at 12 Off Rec, Pavilion bldgs, Brighton
BOWETT, REUBEN JOHN, Altrincham, Chester, Grocer Nov 19 at 2.30 Off Rec, Byrom st, Manchester
BULMER, WILLIAM, Selby, York, Potato Dealer Nov 23 at 12.30 Off Rec, 28, Stonegate, York
CART, JOHN, Syston, Leicester, Cattle Dealer Nov 19 at 12 Off Rec, 1, Berridge st, Leicester
CHARLES, JAMES, Aldersgate st, Fancy Goods Dealer Nov 19 at 2.30 Bankruptcy bldgs, Carey st
CHEVERTON, ALBERT MILTON, Newport, I of W, Cycle Agent Nov 19 at 12 Chamber of Commerce, 145, Cheapside
COOKE, ROBERT, Plymouth, Dairyman Nov 23 at 10.30 10, Athenæum ter, Plymouth
CORNTHWAITE, ROBERT, Lupton, Westmrld, Farmer Nov 20 at 11.15 Grosvenor Hotel, Stramongate, Kendal
COULSON, SAMUEL, Eastwood, Notts, Draper Nov 19 at 11 Off Rec, 40, St Mary's gate, Derby
CRACKSTON, THOMAS EDGAR, Bredbury, nr Stockport, Mason Nov 19 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
DAVIES, REES, Tylorstown, Glam, General Dealer Nov 19 at 12 65, High st, Merthyr Tydfil
GARDNER, WILLIAM HOWSON, Newcastle on Tyne, Boot Dealer Nov 22 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
GRAY, MARTHA HANNAH, Blackpool Nov 19 at 2.30 Albion Hotel, Promenade, Blackpool
HAIGH, J W, Bradford, Wool Merchant Nov 22 at 11 Off Rec, 31, Manor row, Bradford
HUSTLER, BENJAMIN, Morley, York, Cloth Finisher Nov 19 at 3 Off Rec, Bank chmbrs, Batley
JOHNSON, JAMES, Needwood, Staffs, Labourer Nov 19 at 11.30 Off Rec, 40, St Mary's gate, Derby
LAW, RAISTRICK, Pudsey, Yorks, General Draper Nov 22 at 12 Off Rec, 31, Manor row, Bradford
MCCANN, JOSEPH FREDERICK, St John's Wood, Fishmonger Nov 19 at 2.30 Bankruptcy bldgs, Carey st
MITCHELL, WALTER SWIRE, and WILLIAM HERBERT MITCHELL, Halifax, Bakers Nov 20 at 11 Off Rec, Halifax
NASCH, ISIDOR, Whitechapel rd, Engineer Nov 19 at 12 Bankruptcy bldgs, Carey st
PARKER, GEORGE, Leyburn, York, Rural Postman Nov 20 at 11.30 Court House, Northallerton
REVELL, CHARLES, St Leonards on Sea, Tobacconist Nov 23 at 2.30 Young & Son, Bank bldgs, Hastings
ROBERTS, CLARA, Newcastle on Tyne Nov 22 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
SIMPSON, FRANCES, Birkenhead, Confectioner Nov 24 at 12 Off Rec, 35, Victoria st, Liverpool
SMITH, CHRISTOPHER, Malvern Link, Worcester, Boot Maker Nov 20 at 11.30 Off Rec, 35, Copenhagen st, Worcester
SMITH, SAM, Red Lion street, St George's in the East, Baker Nov 19 at 11 Bankruptcy bldgs, Carey st
STARR, JOHN, Buxted, Sussex Nov 19 at 3.30 17, High st, Lewes
STEVENS, JOHN, Sheffield, Grocer Nov 22 at 2 Off Rec, Figtree lane, Sheffield
STORRY, JAMES, Staveley, Westmorland, Builder Nov 20 at 11.45 Grosvenor Hotel, Stramongate, Kendal
TATHAM, S BOUSFIELD, South Kensington, Electrical Engineer Nov 23 at 2.30 Bankruptcy bldgs, Carey st
THACKER, WILLIAM, Leicester, Shoe Mercer's Foreman Nov 19 at 12.30 Off Rec, 1 Berridge st, Leicester
THOMAS TAPLIN & Co, St Paul's churchyard Nov 24 at 12 Bankruptcy bldgs, Carey st
TIBBITS, HERBERT, Eastbourne ter, Paddington, Doctor Nov 22 at 12 Bankruptcy bldgs, Carey st
WALKER, JOSEPH, Kingston upon Hull, Baker Nov 19 at 11 Off Rec, Trinity House lane, Hull
WATERHOUSE, JAMES WILLIAM, Urmston, nr Manchester, Baker Nov 19 at 3 Off Rec, Byrom st, Manchester
WILSON, JAMES GEORGE, Pembroke, Saddler Nov 20 at 11 Off Rec, 4, Queen st, Carmarthen
WRIGHT, WILLIAM, Nottingham, Music Teacher Nov 19 at 12 Off Rec, St Peter's Church walk, Nottingham
WYNNE, JOHN, Newington causeway, Builder Nov 19 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AMEY, TOM, Leicester Leicester Pet Nov 8 Ord Nov 8
BAWDEN, WILLIAM, Camborne, Cornwall, Farmer Truro Pet Nov 8 Ord Nov 8
BLACKMAN, JAMES HENRY, Hove Brighton Pet Nov 4 Ord Nov 10
BRAKEFIELD, CHARLES, Charing, Kent Maidstone Pet Nov 6 Ord Nov 8
BRAMWELL, JOHN, Nottingham Nottingham Pet Nov 9 Ord Nov 9
BULMER, WILLIAM, Selby, Potato Dealer York Pet Nov 9 Ord Nov 9
BURNS, ALFRED LEONARD, Bolton, Tailor Bolton Pet Oct 12 Ord Nov 8
CART, JOHN, Syston, Leicester, Cattle Dealer Leicester Pet Nov 6 Ord Nov 8
CHANTLER, DANIEL, Charlwood, Surrey, Farmer Croydon Pet Oct 26 Ord Nov 10
CLAPP, CHARLES, Penge, Surrey, Builder Croydon Pet Oct 5 Ord Nov 3
CLARK, CHARLES STANLEY, Gt Clacton, Essex, Butcher Colchester Pet Nov 9 Ord Nov 9
COOKE, ROBERT, Plymouth, Dairyman Plymouth Pet Nov 8 Ord Nov 9
COOPER, RICHARD, Croydon, Solicitor Croydon Pet Nov 9 Ord Nov 10
CROOK, HENRY CHARLES, Gt Clacton, Essex Colchester Pet Nov 9 Ord Nov 9
EAST, FRANK, Bedford Bedford Pet July 31 Ord Nov 10
FOX, SETH, Kingswood, Glos, Boot Manufacturer Bristol Pet Oct 22 Ord Nov 6
GOTLEY, WILLIAM EDWIN, Bishopston Bristol Pet Oct 26 Ord Nov 8
GREGORY, GEORGE WILLIAM, Ashbourne, Derby, Grocer Burton on Trent Pet Nov 8 Ord Nov 8
HILLS, WILLIAM EDWARD, Peckham, Publican High Court Pet Nov 5 Ord Nov 8
HUTCHINSON, FRANCIS, Southport, Joiner Liverpool Pet Oct 26 Ord Nov 8
LAW, RAISTRICK, Pudsey, Yorks, General Draper Bradford Pet Oct 27 Ord Nov 10
LEWIN, WALTER, Park side, Hyde Park Corner, Waterproofer High Court Pet Sept 28 Ord Nov 9
MCCANN, JOSEPH FREDERICK, St John's Wood, Fishmonger High Court Pet Nov 8 Ord Nov 9
MARTIN, JOSEPH HENDERSON, Leicester, Surgeon Leicester Pet Nov 8 Ord Nov 8
MAYGER, FREDERICK JEANS, Bournemouth, Provision Factor Poole Pet Nov 8 Ord Nov 9
MILLER, ERNEST GEORGE VERRALL, Angel st, Outside Stockbroker High Court Pet Oct 14 Ord Nov 8
MOORE, WILLIAM, Mountain Ash, Fruiterer Aberdare Pet Nov 9 Ord Nov 9
OGDEN, WILLIAM SUTCLIFFE, St Leonards on Sea Cardiff Pet July 26 Ord Nov 8
NEWMAN, WOOLF, Manchester, Picture Dealer Manchester Pet Nov 8 Ord Nov 8
PICK, WILLIAM, Bradford, Carrier Bradford Pet Nov 10 Ord Nov 10
RAGGETT, GEORGE WILLIAM, Landport, Grocer Portsmouth Pet Nov 6 Ord Nov 6
RICHARDS, JOHN, Winale, Pembroke, Farmer Pembroke Dock Pet Oct 19 Ord Nov 8
RUTHERFORD, GEORGE, Sunderland, Commission Agent Sunderland Pet Nov 8 Ord Nov 8
SANDERSON, HERBERT, Leeds, Joiner Leeds Pet Nov 9 Ord Nov 9
SEGGER, ISAAC, Darlington, Draper's Porter Stockton on Tees Pet Nov 8 Ord Nov 8
SELBY, GEORGE WILLIAM COLEMAN, Ightham, Kent, Farmer Tunbridge Wells Pet Oct 23 Ord Nov 9
SERMAN, FRANCIS GEORGE, Bourton on the Water, Glos, Printer Cheltenham Pet Oct 25 Ord Nov 9
SMITH, CHRISTOPHER, Malvern Link, Worcs, Bootmaker Worcester Pet Nov 6 Ord Nov 6
SMYRK, BENJAMIN, Notting Hill High Court Pet Aug 11 Ord Nov 6
TATTERSFIELD, GEORGE HENRY, Mirfield, York, Blanket Manufacturer Dewsbury Pet Sept 27 Ord Nov 6
THACKER, WILLIAM, Leicester, Shoe Mercer's Foreman Leicester Pet Nov 8 Ord Nov 8
TRUMPER, THOMAS WILLIAM WALWYN, Grosmont, Mon, Farmer Hereford Pet Oct 15 Ord Nov 9
VINCENT, ALFRED, Bitton, Glos, Farmer Bristol Pet Nov 3 Ord Nov 9
WALKER, JOSEPH, Kingston upon Hull, Baker Kingston upon Hull Pet Nov 8 Ord Nov 8
WALKER, WALTER HENRY, Scarborough Leeds Pet Sept 16 Ord Nov 1
WATERHOUSE, JAMES WILLIAM, Manchester, Baker Manchester Pet Nov 9 Ord Nov 9
WILKINSON, ROBERT CHARKLEY, Ecclefield, York, Coal Merchant Sheffield Pet Oct 12 Ord Nov 9
WYNNSTANLEY, HENRY, Newport, I of W, Licensed Victualler Newport and Ryde Pet Nov 10 Ord Nov 10
YULES, ISAAC, Leeds, Wholesale Clothier Leeds Pet Nov 9 Ord Nov 9

ADJUDICATION ANNULLED.

HEMPSTED, N., Selby rd, Anerley, Financier Croydon Adjud May 14, 1897 Annul June 30

London Gazette.—TUESDAY, Nov. 16.

RECEIVING ORDERS.

AMBLER, ALBERT, Thornton, nr Bradford, Grocer Pet Nov 13 Ord Nov 13
BATES, CLARA LETITIA, and WILLIAM CUFFLIN, Leicester Leicester Pet Nov 10 Ord Nov 10
BILLINGTON, GIDEON MORLEY, Cobridge, Staffs, Earthenware Manufacturer Hanley Pet Oct 26 Ord Nov 10
CARTER, HERBERT THOMAS, Bracknell, Berks, Butcher Windsor Pet Nov 10 Ord Nov 10
CURTIS, T A, Shoeburyness, Lieutenant Chelmsford Pet Sept 25 Ord Nov 10
DAVIES, WILLIAM, Birmingham, Wholesale Stationer Birmingham Pet Nov 11 Ord Nov 11
EDGERTON, WILLIAM JOHN, Fakenham, Norfolk, Grocer Norwich Pet Nov 12 Ord Nov 12
FARRETT, FREDERICK THOMAS, Birmingham, Builder Birmingham Pet Nov 10 Ord Nov 10
FEITH, PHILIP, Lombard ct, Accountant High Court Pet Oct 12 Ord Nov 5
FULLER, BENJAMIN FRANKLIN, Gt Eastern st High Court Pet Oct 21 Ord Nov 12
FURNISS, JAMES, Sheffield, Druggist Leeds Pet Nov 10 Ord Nov 10
GODDELL, JAMES NELSON, Cheltenham Warwick Pet Nov 13 Ord Nov 13
GOULD, ANNIE ELIZABETH, Cheltenham Cheltenham Pet Oct 1 Ord Nov 11
GREENWOOD, WALTER, and REUBEN WILSON, Oldham, Hay Merchants Oldham Pet Oct 11 Ord Oct 29
GWYNNE, JOHN, Carmarthenshire, Farmer Carmarthen Pet Nov 10 Ord Nov 10
HANSON, JOHN, Dewsbury, Greengrocer Dewsbury Pet Nov 11 Ord Nov 11

HARTLEY, WILLIAM, Preston, Bread Baker Preston Pet Nov 12 Ord Nov 12
HARTWELL, WILLIAM JOHN, Erdington, Warwicks Birmingham Pet Nov 10 Ord Nov 10
JACOBSUS, MARCUS, Cardiff, Tobacconist Cardiff Pet Nov 11 Ord Nov 11
W & E JAMES & Co, Devonshire st High Court Pet Oct 15 Ord Nov 12
KING, FOARD, Tillington, Sussex Brighton Pet Nov 11 Ord Nov 11
MATHER, JAMES KENNETH, Cambridge, Student Cambridge Pet Oct 25 Ord Nov 13
MAUD, GEORGE, Beeston Hill, Leeds Leeds Pet Nov 13 Ord Nov 13
PARROCK, JOSEPH, Quarry Bank, nr Brierley Hill, Stafford, Forge Carpenter Stourbridge Pet Nov 8 Ord Nov 8
PARTINGTON, THOMAS, Oldham, Bobbin Manufacturer Oldham Pet Nov 12 Ord Nov 12
PETERS, JAMES, Shoreditch, Tailor High Court Pet Nov 12 Ord Nov 12
ROSSLYN, EARL of, The Portland Club, St. James's square High Court Pet Nov 11 Ord Nov 11
ROYLE, ARTHUR WILLIAM, Gainsborough, General Dealer Lincoln Pet Nov 11 Ord Nov 11
RUDOLF, SOLOMON, Islington, Provision Dealer High Court Pet Oct 22 Ord Nov 11
SANDERSON, W, Willesden Green High Court Pet Oct 9 Ord Nov 11
SIMONS, ARTHUR JOSEPH, Leicester, Beer Agent Leicester Pet Nov 12 Ord Nov 12
SLADE, JOHN, Laureath, Cornwall, Farmer Plymouth Pet Nov 11 Ord Nov 11
SMITH, MOSES JOHN, Margate, Grocer Canterbury Pet Nov 12 Ord Nov 12
SQUIRES, WILLIAM JOHN, jun, Leagrave, Bedford, Wheelwright Luton Pet Nov 13 Ord Nov 13
TENNICK, EDWARD, Darlington, Shearman Stockton on Tees Pet Nov 12 Ord Nov 12
TURNER, ALBERT, Brighouse, Yorks, Commercial Traveller Halifax Pet Nov 12 Ord Nov 12
WINROW, HELEN, Nottingham Nottingham Pet Nov 2 Ord Nov 12

Amended notice substituted for that published in the London Gazette of Nov. 5:

BOWETT, REUBEN JOHN, Altrincham, Grocer Manchester Pet Nov 2 Ord Nov 2

FIRST MEETINGS.

ABRAHAMS, WILLIAM, Tunbridge Wells, Baker Nov 24 at 11.30 24, Railway app, London Bridge
BATES, CLARA LETITIA, and WILLIAM CUFFLIN, Leicester Nov 23 at 3 Off Rec, 1, Berridge st, Leicester
BERGLEMYER, JOSEPH WILLIAM, Oxford st, Tailor Nov 21 at 12 Bankruptcy bldgs, Carey st
BELL, WILLIAM, Eagleclife Junction, Durham, Musical Instrument Dealer Nov 24 at 3 Off Rec, 8, Albert rd, Middlesborough
BLOOD, GEORGE, Birmingham, Carpenter Nov 26 at 11 23, Colmore row, Birmingham
BUNKALL, JOHN, Accrington, Lancs Nov 23 at 2.30 Commercial Hotel, Church st, Accrington
CLARK, HEATON ADDEY, Dudley, Worcs, Paper Bag Maker Nov 25 at 11 Off Rec, Wolverhampton st, Dudley
COCHRANE, ROBERT BROWN, Tiverton, Devon, Coal Merchant Nov 25 at 10.30 Off Rec, 13, Bedford circus, Exeter
COLE, WILLIAM, Cwmbran, Greengrocer Nov 24 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
DEAN, GEORGE EDWARD, Wyke Regis, Dorsets, Builder Nov 23 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury
DINGWALL, WILLIAM, Goole, Yorks Nov 23 at 11.30 Off Rec, 6, Bond ter, Wakefield
EBBERSON, WILLIAM JOHN, Fakenham, Norfolk, Grocer Nov 24 at 10.30 Off Rec, 8, King st, Norwich
FRITH, PHILIP, Lombard ct, Accountant Nov 23 at 2.30 Bankruptcy bldgs, Carey st
GILL, ESTHER DIANA, Oldbury, Worcesters Nov 24 at 11.5 County Court, West Bromwich
GODKIN, ELIZA, Derby, Grocer Nov 23 at 11 Off Rec, 40, St Mary's gate, Derby
GREENWOOD, WALTER, and REUBEN WILSON, Oldham, Hay Merchants Nov 24 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
GREGORY, GEORGE WILLIAM, Ashborne, Derbys, Grocer Nov 26 at 11 Off Rec, 40, St Mary's gate, Derby
HARTLEY, WILLIAM, Preston, Bread Baker Nov 24 at 11 Off Rec, 14, Chapel st, Preston
HOLLAND, WILLIAM HENRY, Leicester, Paper Bag Manufacturer Nov 23 at 12 Off Rec, 1, Berridge st, Leicester
HORNER, PERCY WILLIAM, Pontefract, Yorks, Jeweller Nov 23 at 11 Off Rec, 6, Bond ter, Wakefield
HUTCHINSON, FRANCIS, Southport, Joiner Nov 24 at 3 Off Rec, 35, Victoria st, Liverpool
JAMES, EDWARD WILLIAM, Devonshire st Nov 23 at 11 Bankruptcy bldgs, Carey st
JAY, GEORGE, Swansea, Joiner Nov 24 at 12 Off Rec, 31, Alexandra rd, Swansea
MARTIN, JOSEPH HENDERSON, Leicester, Surgeon Nov 26 at 12.30 Off Rec, 1, Berridge st, Leicester
MAYORE, FREDERICK JEANS, Bournemouth, Provision Factor Nov 24 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury
MYSHEER, WILLIAM HENRY, Ramsgate, Smackowner Nov 25 at 9 Off Rec, 73, Castle st, Canterbury
PARROCK, JOSEPH, Quarry Bank, nr Brierley Hill, Stafford, Forge Carpenter Nov 25 at 2.10 W R Skelding, Auctioneer, High st, Stourbridge
PICK, WILLIAM, Bradford, Carrier Nov 25 at 11 Off Rec, 31, Manor row, Bradford
RAGGETT, GEORGE WILLIAM, Landport, Grocer Nov 23 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
ROGERS, COLLINS, & Co, Crooked lane, Tea Dealers Nov 25 at 2.30 Bankruptcy bldgs, Carey st
ROGERS, DAVID, Mayfield, Sussex, Farmer Nov 24 at 3.15 C J Parris, 65, High st, Tunbridge Wells
RUNCIMAN, JOHN FINLAY, 6t James st, Bedford row, Journalist Nov 26 at 12 Bankruptcy bldgs, Carey st
RUSSELL, F A, Streatham Nov 24 at 11.30 24, Railway app, London Bridge
STANWAY, THOMAS, Birmingham, Draper Nov 25 at 11 23, Colmore row, Birmingham
THORNE, A, and S THORNE, Brasted, Kent, Butchers Nov 23 at 11.30 24, Railway app, London Bridge
TURNER, ALBERT, Brighouse, Commercial Traveller Nov 26 at 11 Off Rec, Townhall chmbrs, Halifax
TURNER, ALBERT EDWARD, Burnley, Grinder Nov 26 at 1 Exchange Hotel, Nicholas st, Burnley
VON VEITH, MAX, Aldeburgh, Suffolk Nov 25 at 11 Bankruptcy bldgs, Carey st
WARD, ARTHUR ARNOTT, Burnley, Insurance Agent Nov 26 at 1.30 Exchange Hotel, Nicholas st, Burnley
WHITE, CHARLES EDWARD, Handsworth, Staffs, Grocer Nov 23 at 11 23, Colmore row, Birmingham
YATES, CHARLES MOULDING, New Crofton, Yorks, Butcher Nov 23 at 2.30 Off Rec, 6, Bond ter, Wakefield

ADJUDICATIONS.

ALABONE, HENRY WILLIAM, Pentonville rd Edmonton Pet Oct 1 Ord Nov 11
AMBLER, ALBERT, Thornton, nr Bradford, Grocer Bradford Pet Nov 13 Ord Nov 13
BATES, CLARA LETITIA, and WILLIAM CUFFLIN, Leicester Leicester Pet Nov 10 Ord Nov 10
CARTER, HERBERT THOMAS, Bracknell, Berks, Butcher Windsor Pet Nov 10 Ord Nov 10
COCHRANE, ROBERT BROWN, Tiverton, Devon, Coal Merchant Exeter Pet Oct 12 Ord Nov 11
CROUCH, CHRISTOPHER, Billiter st, Dry Dock Owner High Court Pet Aug 27 Ord Nov 11
DAVIES, WILLIAM, Birmingham, Wholesale Stationer Birmingham Pet Nov 11 Ord Nov 11
EBBERSON, WILLIAM JOHN, Fakenham, Norfolk, Grocer Norwich Pet Nov 12 Ord Nov 12
ELLIOTT, WILLIAM HENRY, Woking, Surrey, Tobacconist Guildford Pet Oct 20 Ord Nov 11
FARRETT, FREDERICK THOMAS, Birmingham, Builder Birmingham Pet Nov 10 Ord Nov 11
FURNISS, JAMES, Gildersome, York, Druggist Leeds Pet Nov 10 Ord Nov 10
GODSALL, JAMES NELSON, Cheltenham Warwick Pet Nov 12 Ord Nov 13
GREENWOOD, WALTER, and REUBEN WILSON, Oldham, Hay Merchants Oldham Pet Oct 8 Ord Nov 12
GREGORY, THOMAS KILNER, Hastings, Schoolmaster Hastings Pet Oct 26 Ord Nov 13
GWYNNE, JOHN, Llanfihangel Cilfargen, Farmer Carmarthen Pet Nov 10 Ord Nov 10
HAMAR, HENRY BEVAN, Peterchurch, Hereford, Farmer Hereford Pet Oct 29 Ord Nov 12
HARTLEY, WILLIAM, Preston, Bread Baker Preston Pet Nov 12 Ord Nov 13
HUTCHINSON, LYDIA, Liversedge, York Dewsbury Pet Nov 9 Ord Nov 12
JAMES, EDWARD WILLIAM, Devonshire st High Court Pet Oct 15 Ord Nov 13
JENKINS, THOMAS, Quaker's Yard, Glam, Colliery Fireman Pontypridd Pet Nov 8 Ord Nov 12
KENT, JOHN, Wednesbury, Staffs, Butcher Walsall Pet Nov 2 Ord Nov 11
KING, FOARD, Tillington, Sussex Brighton Pet Nov 10 Ord Nov 11
KIRKHAM, FREDERICK JOHN, Waterloo, Lancs, Grocer Liverpool Pet Oct 26 Ord Nov 12
LEAVER, THOMAS BIRD, Gracechurch st, Printer High Court Pet Sept 20 Ord Nov 12
LUCAS, THOMAS WILLIAM, Kilburn, Costumier High Court Pet Nov 1 Ord Nov 13
MARSHALL, PETER, Brighton Brighton Pet Oct 29 Ord Nov 13
MAUD, GEORGE, Beeston Hill, Leeds Leeds Pet Nov 13 Ord Nov 13
PARROCK, JOSEPH, Quarry Bank, nr Brierley Hill, Stafford, Forge Carpenter Stourbridge Pet Nov 8 Ord Nov 8
PARTINGTON, THOMAS, Oldham, Bobbin Manufacturer Oldham Pet Nov 12 Ord Nov 12
ROBINSON, ALFRED, and ELIZA HEALEY, Manchester, Waste Dealers Manchester Pet Oct 1 and Oct 15 Ord Nov 11
ROYLE, ARTHUR WILLIAM, Gainsborough, General Dealer Lincoln Pet Nov 11 Ord Nov 11
SAMPSON, LEWIS, Hanley, Staffs, Baker Hanley Pet Oct 14 Ord Nov 12
SHIPMAN, JOSEPH ERNEST, Leicester, Butcher Leicester Pet Oct 26 Ord Nov 12
SIMONS, ARTHUR JOSEPH, Leicester Beer Agent Leicester Pet Nov 11 Ord Nov 12
SIMPSON, FRANCES, Birkenhead, Confectioner Liverpool Pet Oct 28 Ord Nov 12
SMITH, WILLIAM GEORGE, Bexley Heath, Kent, Grocer Rochester Pet Oct 19 Ord Nov 12
STARR, JOHN, Buxted, Sussex Lewes Pet Oct 15 Ord Nov 10
TENNICK, EDWARD, Darlington, Shearman Stockton on Tees Pet Nov 8 Ord Nov 12
THORNE, A, and S THORNE, Brasted, Kent, Butchers Tunbridge Wells Pet Oct 15 Ord Nov 13
TURNER, ALBERT, Brighouse, Commercial Traveller Halifax Pet Nov 12 Ord Nov 12
WHITE, JACOB WILLIAM, Queen Victoria st, Printer High Court Pet Oct 20 Ord Nov 10

Amended notice substituted for that published in the London Gazette of Nov. 5:

BOWETT, REUBEN JOHN, Altrincham, Grocer Manchester Pet Nov 2 Ord Nov 2

Amended notice substituted for that published in the London Gazette of Nov. 12:

WYNNSTANLEY, HENRY, Newport, I of W, Licensed Victualler Newport Pet Nov 10 Ord Nov 10

ADJUDICATION ANNULLED.

PRESTON, WILLIAM, Edgware, Middlesex, Licensed Victualler St Albans Adjud Nov 19, 1895 Annul Oct 29, 1897

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

PATENTS.—Mr. F. W. GOLBY, A.I.M.E., M.S.A., Patent Agent (late of H.M. Patent Office), 36, Chancery-lane, London, W.C. Letters Patent obtained and Registration effected in all parts of the World. Oppositions conducted. Opinions and Searches as to novelty.

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